

EXHIBIT 11

November 10, 2016

CONFIDENTIAL

Frente de Defensa de la Amazonia
Eloy Alfaro No. 801 y Progreso
Lago Agrio / Nueva Loja, ECUADOR

Re: Ecuador Judgment Investment Agreement

Ladies and Gentlemen:

Reference is made to that Ecuador Judgment Investment Agreement, dated as of August 24, 2016 (the "Original Agreement"), by and among the undersigned ("Funder"), the Frente de Defensa de la Amazonia ("FDA") and the President of the Board of the Ecuador Trust (collectively, the "Parties"). Unless otherwise defined herein, initially capitalized terms used in this letter agreement (this "Letter Agreement") shall have the meanings set forth in the Original Agreement.

Subject to the terms and conditions of this Letter Agreement, the Parties hereby agree as follows:

1. Funder shall invest an additional amount of \$100,000 in the effort to collect the judgment of which the FDA is beneficiary (the "Investment") as of November 10, 2016, less legal fees in connection with this Agreement and the advice related to the transaction contemplated hereby in the amount of \$5,000. The aggregate investment amount by Founder shall be increased to \$400,000.
2. The FDA and the Trust President shall grant Funder an Interest of 0.055%, increasing Funder's total Funder's Interest to 0.22%.
3. All other terms and provisions of the Original Agreement shall apply to this Letter Agreement and the Investment *mutatis mutandis*.
4. This Agreement shall be governed by the laws of Ontario, Canada. The courts of Ontario shall have exclusive jurisdiction to hear any claim or dispute related to this Letter Agreement.
5. Should any provision of this Letter Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law.

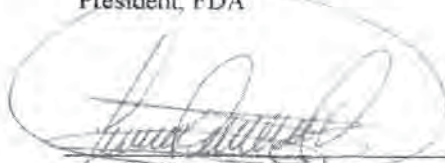
Sincerely,

Funder

Agreed and Accepted as of November 10, 2016.



Carlos Guaman Gaibor
President, FDA




Ernel Gabriel Chávez Parra
BOARD PRESIDENT, ECUADOR
TRUST


Alan Lenczner
Lenczner Slaght Royce Smith Griffin
LLP


Sincerely,


Funder

Agreed and Accepted as of November 10, 2016


Carlos Guaman Gaibor
President, FDA


Ermel Gabriel Chávez Parra
BOARD PRESIDENT, ECUADOR
TRUST


Alan Lenczner
Lenczner Slaght Royce Smith Griffin
LLP


Sincerely,

Funder

Agreed and Accepted as of November 10, 2016.



Carlos Guaman Gaibor
President, FDA



Ernel Gabriel Chavez Parra
BOARD PRESIDENT, ECUADOR
TRUST



Alan Lenczner
Lenczner Slight Rovee Smith Griffin
LLP

EXHIBIT 12

From: John van Merkensteijn <jhvm@rossteq.com>
Sent: Saturday, October 22, 2016 3:24 PM
To: 'John van Merkensteijn'
Subject: FW: Deal terms attached
Attachments: INVESTOR.Summary.July2016.docx

Categories: KF2

John H. van Merkensteijn III
Managing Director
Rossi Technologies LLC
60 Riverside Boulevard
Suite 2101
New York, NY. 10069
Phone (212) 769-4055

jhvm@rossteq.com

From: Steven Donziger
Date: Sunday, July 10, 2016 at 6:58 PM
To: Bill Twist
Cc: "John H. van Merkensteijn III"
Subject: Re: Deal terms attached
Resent-From:

There are no priority shares. Shares are a percentage of the total claim owed which is now a little over \$11b with statutory interest in Canada. Expenses come off the top upon recovery. There are approximately \$10 million in expenses plus some outstanding fees we owe various law firms; this number could rise modestly in coming years as most costs at behind us. On a \$10b recovery, the amount of funds available to pay expenses, investors, and lawyers will be approximately \$1.5b and could be as high as \$3b depending on how many shares we issue to sustain the case going forward.

I can explain the economics in more detail on Tuesday or feel free to follow up with questions in the meantime.

The larger point is that absent some unforeseen event, there will be plenty of funds to pay investors should there be a recovery. Payments to investors are also securitized by a commitment from our Canadian lawyer (who will be collecting the funds in Canada and holding them in escrow until distributed) in addition to the authorized client representatives. Several sophisticated individuals have performed due diligence and invested, including two just in the last few weeks.

I am also attaching an updated investor summary (dated July 2016) that includes the recent U.S. Supreme Court decision restricting the use of the RICO statute. Please use this summary, rather than the one I sent you yesterday.

Again, please reach out with any more questions.

Thanks!

Best, Steven

From: Bill Twist
Sent: Sunday, July 10, 2016 6:36:26 PM
To: Steven Donziger
Cc: John H. van Merkensteijn III
Subject: Fwd: Deal terms attached

Steven,
Are there any priority shares in the mix or are everyone's shares treated the same? The shares are expressed as a percentage of what? — total recovery less debts and expenses???

Bill

Begin forwarded message:

From: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Deal terms attached
Date: July 10, 2016 at 3:25:31 PM PDT
To: "btwist@pachamama.org" <btwist@pachamama.org>

Confirmed for Tuesday at 1. Thanks for setting it up.

Also, here is the analysis of the U.S. Supreme Court decision on the RICO matter (going to incorporate it into the investment summary I sent you):

http://www.csrwire.com/press_releases/39075-U-S-Supreme-Court-Deals-Blow-to-Chevron-on-Ecuador-Pollution-Case-In-Latest-RICO-Decision

U.S. Supreme Court Deals Blow to Chevron on Ecuador ...

www.csrwire.com

NEW YORK , Jun. 27 /CSRwire/ - Chevron last week suffered a major setback when a U.S. Supreme Court decision s

CONFIDENTIAL MEMORANDUM

I. INVESTMENT OPPORTUNITY.

This is an opportunity to support a landmark case for justice for the thousands of people in Ecuador who have suffered as a result of the Chevron Corporation's deliberate actions in contaminating the Ecuadoran rainforest.

As detailed below, the Claimants hold an enforceable judgment from Ecuador's highest court in an amount in excess of \$9,500,000,000 against Chevron (the "Judgment"). Because of statutory interest, that judgment has grown to roughly \$10,500,000,000 in Canada. Further funds are currently being sought by the Claimants to, among other things, finance an international enforcement strategy in Canada to ensure that Chevron meets its legal obligations under the Judgment. In exchange for providing funding in support of the Claim, Investors will receive the right to an agreed upon share of the proceeds received by the Claimants in respect of the Claim. Further details are available for qualifying investors.

The Claimants have put together a world-class team to manage the enforcement of the Judgment. In Canada, they are represented by Alan Lenczner of Lenczner Slaght in Toronto. In Brasil, they are represented by Sergio Bermudes Advogados en Rio de Janeiro. Other best of breed law firms and service-providers will be engaged in other jurisdictions, as appropriate. International enforcement is necessary because Chevron, in anticipation of losing the Ecuador case, stripped its remaining assets from the country during the proceeding and now refuses to pay the judgment.

Copies of significant court decisions and media coverage can be accessed via the links at the end of this document. Chevron's relevant court filings can be found at www.Chevron.com or via the contact below.

2. BACKGROUND.

From 1964 to 1992, Chevron¹ built and operated more than 350 well sites and oil production facilities in an approximately 1,500 square mile concession area in Ecuador's rainforest. This concession area is home to five indigenous groups and approximately 80 farmer communities. Throughout the course of its operations in Ecuador, Chevron committed multiple acts of environmental contamination that left a legacy of environmental contamination and degradation from which the local population continues to suffer today. The amount of oil and contaminated water discharged into the Amazonian rainforest by Chevron is several orders of magnitude greater than the BP Deepwater Horizon spill. Moreover, the trial court found that Chevron's contamination was intentional, not accidental, and resulted from, among other things, Chevron's grossly substandard practices carried out over decades of its drilling operations in Ecuador. The litigation was held in Ecuador at Chevron's request after the company agreed to accept jurisdiction there and to abide by any judgment, subject only to enforcement defenses available under New York state law.

The Ecuadorian trial court and the appellate court (in its affirmation such Judgment) found that, during its operations of this concession, Chevron deliberately:

- dumped many billion of gallons of production water (containing BTEX, TPH and polycyclic hydrocarbons) directly into the Ecuadoran rainforest floor and the nearby rivers and streams used by residents for drinking and bathing;
- gouged more than 900 unlined open waste pits out of the jungle floor – pits that to

¹ Texaco Petroleum Company was a wholly-owned subsidiary of Texaco, Inc. at all times during its operations in Ecuador until Chevron and Texaco, Inc. merged in 2001.

this day continue to leach toxic waste into soils, groundwater and streams;

- burned hundreds of millions of cubic feet of gas and waste oil into the atmosphere, poisoning the air and creating “black rain” that inundated the area during tropical thunderstorms; and
- violated then-current U.S. industry standards, Ecuadoran environmental law, Chevron’s own contract with the Ecuadoran government (which prohibited Chevron from using production methods that contaminated the environment) and international law.

Even Chevron’s own internal audits of the environmental impacts found extensive contamination at Chevron’s oil production facilities. The Ecuadorian trial court also took note of evidence that cancer rates in the concession area where Chevron operated are significantly higher than the norm, according to independent health evaluations. Several indigenous groups have seen their cultures decimated, largely because of Chevron’s intentional contamination.

3. JUDGMENT AGAINST CHEVRON IN ECUADOR.

On February 14, 2011, the Lago Agrio trial court entered the Judgment against Chevron, which was subsequently affirmed by the Sucumbios intermediate appellate court on January 3, 2012. The Judgment and affirmation collectively awarded the following amounts to or for the benefit of the Claimants:

- USD \$8,646,000,000.00 in basic damages (the “Remediation Award”);
- an additional USD \$8,646,000,000.00 in punitive damages (the “Punitive Damages Award”); and
- an additional amount equal to ten percent (10%) of the Remediation Award (the “10% Award”)

On January 3, 2012, the intermediate appellate court issued its order affirming the Judgment in its entirety. On November 13, 2013, Ecuador’s National Court of Justice unanimously affirmed the liability portion of the judgment, but removed the punitive damages award. Chevron has one further and limited appeal pending before Ecuador’s Constitutional Court that does not stop the enforceability of the Judgment now, since Chevron failed to request for and post a bond – the only way that such enforceability can be suspended.

4. ENFORCEMENT OF ECUADOR JUDGMENT IN CANADA.

On May 30, 2012, the Ecuadorian claimants filed an action to seize Chevron’s assets in Canada (estimated to be worth roughly \$15 billion) to satisfy the entirety of the Ecuador judgment. Chevron tried to block the action, largely by claiming the Ecuadorians could not establish jurisdiction given that Chevron’s assets in Canada were held by a wholly-owned subsidiary. On December 17, 2013, the Ontario Court of Appeal unanimously rejected Chevron’s arguments and ruled in a 3-0 decision that the villagers could proceed with their enforcement action. Chevron appealed to Canada’s Supreme Court. On September 4, 2015, Canada’s Supreme Court ruled unanimously in favor of the Ecuadorians in a 7-0 decision. In all, the Ecuadorians have swept each of the ten appellate judges in Canada to rule on the jurisdictional aspects of the case; the same holds for all eight Ecuadorian appellate judges to rule on the merits of the case. The villagers now have an 18-0 record in Ecuador and Canada among appellate judges.

Armed with the unanimous Supreme Court ruling on jurisdiction, the Ecuadorians forced Chevron in October 2015 to file a written defense in the trial court in the Ontario Superior Court of Justice in Toronto. The villagers subsequently filed a motion to strike Chevron’s defenses to

the enforcement action on the grounds they were already litigated and resolved in the company's preferred forum of Ecuador, where the underlying trial was held. Chevron filed a motion again raising its largely repetitive jurisdictional arguments. A hearing on the motions is scheduled for September 12, 2016. If the Canada trial court rules in favor of the villagers and strikes most or all of Chevron's defenses, the enforcement action will be scaled back considerably and the time frame to a final resolution likely will accelerate.

If there is no settlement and the villagers prevail in their recognition action in Canada, Chevron will have a right to appeal the decision the Ontario Court of Appeal and ultimately to Canada's Supreme Court. Interest on the Ecuadorian judgment in Canada is running at 3% per annum, or approximately \$275 million annually.

5. RELATED LITIGATION – U.S.

On February 1, 2011, Chevron filed a civil action in the SDNY against the Claimants, certain of Ecuadorian and U.S. counsel, and other advisors to the Claimants. In its complaint, Chevron alleged, among other things, that the defendants named in this civil action violated the Racketeer Influenced and Corrupt Organizations Act (RICO), by committing what Chevron tried to characterize as "fraud" and "extortion" (e.g. "fraudulently" pursuing claims the defendants "knew" to be meritless and "extorting" Chevron through public pressure into paying a settlement). Count 9 of Chevron's RICO complaint requested a declaratory judgment that any judgment from the Ecuadorian trial court be rendered unenforceable because of inherent fraud in the Ecuadorian judicial system. In February 2011, Judge Kaplan of the Southern District of New York, without any supporting precedent, granted Chevron's request for a preliminary injunction (the "Preliminary Injunction") that purported to bar enforcement of the Judgment anywhere in the world, pending the outcome of the RICO proceeding. Information later emerged that Judge Kaplan held undisclosed investments in Chevron while making this and other rulings in the case.

The defendants appealed and on September 19, 2011 – the first day after oral argument -- the Second Circuit issued a summary order vacating the Preliminary Injunction in its entirety. On January 26, 2012, the Second Circuit issued its written opinion dismissing the Preliminary Injunction and the claim for declaratory relief under Count 9 in its entirety on grounds that a court's power to determine the enforceability of a foreign judgment could only be exercised when a plaintiff-creditor had sought enforcement under its recognition laws and not as an affirmative lever to bar recognition actions in its courts and, much less, around the world. Notably, the Second Circuit ruling stated that the "[Claimants] hold a judgment from an Ecuadorian court. They may seek to enforce that judgment in any country in the world where Chevron has assets." In addition, it should be noted that the Ecuadorian appellate court specifically confirmed that it had considered and rejected all of Chevron's claims regarding fraud by the Claimants.

After the Preliminary Injunction was reversed on appeal, Judge Kaplan allowed Chevron to continue to pursue its civil RICO claims. During a trial in late 2013, Judge Kaplan openly disparaged the Ecuadorians and their counsel, denied the villagers and their counsel a jury, and refused to consider any of the voluminous evidence of environmental contamination relied on by Ecuador's courts to find Chevron liable. He also allowed Chevron to pay \$2 million to a fact witness who claimed, without any credible corroborating evidence and after 53 days of coaching by Chevron's lawyers, that certain of the defendants offered a bribe to the Ecuador trial judge in exchange for ghostwriting a favorable judgment. (The allegations already had been rejected by Ecuador's Supreme Court.) On March 4, 2014, Judge Kaplan found the defendants liable for the RICO violations and imposed an order prohibiting them from enforcing their judgment in the United States or collecting it anywhere in the world. That decision is currently under appeal to the same court that previously reversed Judge Kaplan's preliminary injunction ruling. The Kaplan decision has no dispositive impact on any enforcement action in Canada or other jurisdictions, as affirmed by the actions of the appellate

courts (including the country's Supreme Court) as explained above.

Subsequent to the RICO decision, and while the appeal was pending, Chevron suffered two significant setbacks that we believe have caused the factual predicate of its claims to unravel. First, Chevron's main witness in the RICO case (Alberto Guerra) to whom it had paid \$2 million recanted key portions of his testimony related to the bribery allegation and admitted he had lied on the stand. Second, a computer forensic analysis ordered by a separate international arbitration panel hearing a dispute between Chevron and Ecuador's government (described below) concluded that the trial court judgment had in fact been authored by the trial judge, and had not been ghostwritten as Chevron had alleged and Judge Kaplan had concluded. In fact, this analysis found that the trial judge opened and saved a draft document on his office computer that became the judgment at least 480 times. These developments have been brought to the attention of the appellate court hearing the appeal of Judge Kaplan's decision.

The U.S. Supreme Court also dealt a severe blow to Chevron's prospects in the RICO matter when it ruled in June 2016 to severely restrict the application of the law. This is another factor that we believe has a negative impact on Chevron's prospects in this aspect of the litigation. (See [here](#) for background on this court decision.)

6. RELATED LITIGATION – INTERNATIONAL ARBITRATION.

In September 2009, Chevron sued the Republic of Ecuador ("ROE") under Ecuador's Bilateral Investment Treaty (BIT) with the United States, which permits private, commercial arbitration between investors and host country governments. Chevron's claims revolve primarily around a series of settlement and release agreements with Ecuador, which Chevron argues relieve it from liability for environmental impact arising out of its activities in Ecuador, including liability for any judgment rendered in the Lago Agrio case. Alternatively, Chevron asserts that the releases require the ROE to indemnify it for any sums collected against Chevron in any Lago Agrio judgment.

During the BIT proceedings, the arbitration panel has issued "interim orders" and "interim awards" purporting to order the ROE to use all measures necessary to enjoin all enforcement of any judgment against Chevron in the Lago Agrio case. The ROE has argued that Ecuadoran constitutional separation of powers principles prevent the executive branch of government from interfering in any way with the judicial process, in particular on behalf of any particular litigant, and that, accordingly, the ROE has very few measures "at its disposal." Accordingly, the ROE has taken the position that it has complied with the interim orders and award, while simultaneously arguing that such ruling are inappropriate, unnecessary and beyond the scope of the BIT arbitrators' power and, as such, should be vacated.

In addition, the Ecuadorian appellate court has ruled on more than one occasion that neither it nor any Ecuadoran court can give effect to any act by the BIT tribunal or by any international tribunal that would have the effect of undermining fundamental human rights guaranteed by Ecuador's Constitution and by international law. Ecuador's courts also have noted that the Lago Agrio case involved citizens exercising their fundamental rights to judicial access and protection, and that any pro-investment principle of commercial rights could not trump those rights and was inapplicable in the context of this case.

The Claimants agree with the ROE and more broadly assert that the BIT proceedings themselves have no application to their claims against Chevron and that any orders emanating from the BIT proceedings will have no binding effect on Claimants or their right to enforcement of the Judgment in or outside Ecuador. The Claimants are not allowed under the BIT system to participate in the state-investor private arbitration, and the ROE is not a party to the Lago Agrio litigation. A recent legal brief on the arbitration is [here](#) and an article on this issue is [here](#).

KEY LEGAL DECISIONS, LEGAL BRIEFS

Ecuador Supreme Court decision affirming judgment against Chevron:

<http://chevrontoxico.com/assets/docs/2013-11-12-supreme-court-ecuador-decision-english.pdf>

Canada Supreme Court decision affirming right to enforcement:

<http://chevrontoxico.com/assets/docs/2015-09-04-chevron-v-yaiguaje-canada-decision.pdf>

Ontario Court of Appeal decision affirming right to enforcement:

<http://stevendonziger.com/wp-content/uploads/2013/12/Ontario-appeals-reversal-121713.pdf>

Motion by Villagers to Strike Chevron Defenses in Canada:

<http://chevrontoxico.com/assets/docs/2016-01-20-factum-of-the-respondents-plaintiffs.pdf>

Arbitration proceeding – key legal brief of Ecuador government:

<http://chevrontoxico.com/assets/docs/2015-03-17-roe-3rd-supp-rejoinder.pdf>

Appeal of Judge Kaplan's Decision in RICO Case by Counsel:

<http://guptawessler.com/wp-content/uploads/2012/05/CA2-brief-corrections-RC4.pdf>

Appeal of RICO decision by Ecuadorian villagers:

<http://guptawessler.com/wp-content/uploads/2014/01/LAP-Brief.pdf>

KEY MEDIA ON LITIGATION

Further general background, videos and materials related to the case can be found at www.chevrontoxico.com and in numerous media articles, including:

60 Minutes segment, 2009: <https://www.youtube.com/watch?v=UGG1nIwxNhs>

Vanity Fair: <http://www.vanityfair.com/news/2007/05/texaco200705>

Video of Chevron defrauding Ecuador court:

<http://amazonwatch.org/news/2015/0408-the-chevron-tapes>

New York Times on Canada enforcement action:

<http://www.nytimes.com/2015/09/05/business/international/court-says-chevron-can-be-pursued-in-canada-over-ecuadorean-damage.html>

Chevron Faces Major Difficulties in Canada:

http://www.csrwire.com/press_releases/38268-Chevron-Facing-Major-New-Difficulties-In-Ecuador-Pollution-Case-After-Losing-Before-Canada-Supreme-Court

Chevron Faces Potential "Litigation Catastrophe" in 2016:

http://www.csrwire.com/press_releases/38590-In-2016-Chevron-Faces-Potential-Litigation-Catastrophe-Over-Ecuador-Pollution-Liability

Profile of Alan Lenczner, Canadian counsel:

<http://business.financialpost.com/legal-post/meet-alan-lenczner-the-man-fighting-for-ecuadoran-villagers-in-their-canadian-case-against-chevron>

##

July 2016

INQUIRIES:

Steven Donziger and Joshua Rizack

sdonziger@donzigerandassociates.com/9175662526

jrizack@therisinggroup.com/203-246-2639

EXHIBIT 13

From: Steven Donziger <sdonziger@donzigerandassociates.com>
Sent: Saturday, December 10, 2016 2:51 PM
To: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Subject: Re: Ecuador investment ?

250,000 gives one-eighth of a point in a 12b judgment

full recovery is a 50x multiple

From: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Sent: Saturday, December 10, 2016 3:23:58 PM
To: Steven Donziger
Subject: Ecuador investment ?

Having a convo at 3:30 and want to plant the seed for an investment in Ecuador. Is it \$250k for an 0.125% of the percent you would retain (1/3 of the collected judgement)?

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

EXHIBIT 14

CONFIDENTIAL MEMORANDUM*May 2017***1. INVESTMENT OPPORTUNITY**

This is an opportunity to support a landmark case for justice for the thousands of people in Ecuador who have suffered as a result of the Chevron Corporation's deliberate actions in contaminating the Ecuadoran rainforest.

As detailed below, the Claimants hold an enforceable judgment from Ecuador's highest court in an amount in excess of \$9,500,000,000 against Chevron (the "Judgment"). Because of statutory interest, that judgment has grown to roughly \$12,000,000,000 in Canada. Further funds are currently being sought by the Claimants to, among other things, finance an international enforcement strategy in Canada to ensure that Chevron meets its legal obligations under the Judgment. In exchange for providing funding in support of the Claim, Investors will receive the right to an agreed upon share of the proceeds received by the Claimants in respect of the Claim. Further details are available for qualifying investors.

The Claimants have put together a world-class team to manage the enforcement of the Judgment. In Canada, they are represented by Alan Lenczner of Lenczner Slaght in Toronto. In Brasil, they are represented by Sergio Bermudes Advogados en Rio de Janiero. Other best of breed law firms and service-providers will be engaged in other jurisdictions, as appropriate. International enforcement is necessary because Chevron, in anticipation of losing the Ecuador case, stripped its remaining assets from the country during the proceeding and now refuses to pay the judgment.

Copies of significant court decisions and media coverage can be accessed via the links at the end of this document. Chevron's relevant court filings can be found at www.Chevron.com or via the contact below.

2. BACKGROUND

From 1964 to 1992, Chevron¹ built and operated more than 350 well sites and oil production facilities in an approximately 1,500 square mile concession area in Ecuador's rainforest. This concession area is home to five indigenous groups and approximately 80 farmer communities. Throughout the course of its operations in Ecuador, Chevron committed multiple acts of environmental contamination that left a legacy of environmental contamination and degradation from which the local population continues to suffer today. The amount of oil and contaminated water discharged into the Amazonian rainforest by Chevron is several orders of magnitude greater than the BP Deepwater Horizon spill. Moreover, the trial court found that Chevron's contamination was intentional, not accidental, and resulted from, among other things, Chevron's grossly substandard practices carried out over decades of its drilling operations in Ecuador. The litigation was held in Ecuador at Chevron's request after the company agreed to accept jurisdiction there and to abide by any judgment, subject only to enforcement defenses available under New York state law.

The Ecuadorian trial court and the appellate court (in its affirmation such Judgment) found that, during its operations of this concession, Chevron deliberately:

- dumped many billion of gallons of production water (containing BTEX, TPH and polycyclic hydrocarbons) directly into the Ecuadoran rainforest floor and the nearby rivers and streams used by residents for drinking and bathing;

¹ Texaco Petroleum Company was a wholly-owned subsidiary of Texaco, Inc. at all times during its operations in Ecuador until Chevron and Texaco, Inc. merged in 2001.

- gouged more than 900 unlined open waste pits out of the jungle floor – pits that to this day continue to leach toxic waste into soils, groundwater and streams;
- burned hundreds of millions of cubic feet of gas and waste oil into the atmosphere, poisoning the air and creating “black rain” that inundated the area during tropical thunderstorms; and
- violated then-current U.S. industry standards, Ecuadoran environmental law, Chevron’s own contract with the Ecuadoran government (which prohibited Chevron from using production methods that contaminated the environment) and international law.

Even Chevron’s own internal audits of the environmental impacts found extensive contamination at Chevron’s oil production facilities. The Ecuadorian trial court also took note of evidence that cancer rates in the concession area where Chevron operated are significantly higher than the norm, according to independent health evaluations. Several indigenous groups have seen their cultures decimated, largely because of Chevron’s intentional contamination.

3. JUDGMENT AGAINST CHEVRON IN ECUADOR

On February 14, 2011, the Lago Agrio trial court entered the Judgment against Chevron, which was subsequently affirmed by the Sucumbíos intermediate appellate court on January 3, 2012. The Judgment and affirmation collectively awarded the following amounts to or for the benefit of the Claimants:

- USD \$8,646,000,000.00 in basic damages (the “Remediation Award”);
- an additional USD \$8,646,000,000.00 in punitive damages (the “Punitive Damages Award”); and
- an additional amount equal to ten percent (10%) of the Remediation Award (the “10% Award”)

On January 3, 2012, the intermediate appellate court issued its order affirming the Judgment in its entirety. On November 13, 2013, Ecuador’s National Court of Justice unanimously affirmed the liability portion of the judgment, but removed the punitive damages award. Chevron has one further and limited appeal pending before Ecuador’s Constitutional Court that does not stop the enforceability of the Judgment now, since Chevron failed to request for and post a bond – the only way that such enforceability could have been suspended.

4. ENFORCEMENT OF ECUADOR JUDGMENT IN CANADA

On May 30, 2012, the Ecuadorian claimants filed an action to seize Chevron’s assets in Canada (estimated to be worth roughly \$15 billion) to satisfy the entirety of the Ecuador judgment. Chevron tried to block the action, largely by claiming the Ecuadorians could not establish jurisdiction given that Chevron’s assets in Canada were held by a wholly-owned subsidiary. On December 17, 2013, the Ontario Court of Appeal unanimously rejected Chevron’s arguments and ruled in a 3-0 decision that the villagers could proceed with their enforcement action. Chevron appealed to Canada’s Supreme Court. On September 4, 2015, Canada’s Supreme Court ruled unanimously in favor of the Ecuadorians in a 7-0 decision. In all, the Ecuadorians have swept each of the ten appellate judges in Canada to rule on the jurisdictional aspects of the case; the same holds for all eight Ecuadorian appellate judges to rule on the merits of the case. The villagers now have an 18-0 record in Ecuador and Canada among appellate judges.

Armed with the unanimous Supreme Court ruling on jurisdiction, the Ecuadorians forced Chevron in October 2015 to file a written defense in the trial court in the Ontario Superior Court

of Justice in Toronto. The villagers subsequently filed a motion to strike Chevron's defenses to the enforcement action on the grounds they were already litigated and resolved in the company's preferred forum of Ecuador, where the underlying trial was held. Chevron filed a motion again raising its largely repetitive jurisdictional arguments. A four-day hearing on the motions took place the week of September 12, 2016. At the hearing, the trial judge expressly told Chevron's lawyers that he would not be bound by the "findings" of Judge Kaplan in Chevron's retaliatory U.S. RICO case (Chevron's evidence has largely collapsed, as explained below). The Canada trial court ruled on the motions on January 20 and sharply curtailed Chevron's defenses to enforcement but also granted Chevron's motion to eliminate its Canadian subsidiary from the action. The Ecuadorians are appealing aspects of this decision to the Ontario Court of Appeals, with argument scheduled for October 10, 2017. An asset enforcement trial against Chevron (and possibly its subsidiary) in Canada is likely to take place in 2018.

If there is no settlement and the villagers prevail in their action in Canada, Chevron will have a right to appeal the decision the Ontario Court of Appeal and ultimately to Canada's Supreme Court. Interest on the Ecuadorian judgment in Canada is running at 3% per annum, or approximately \$275 million annually. With the statutory interest, the total amount of the judgment in Canada is roughly \$12 billion.

5. RELATED LITIGATION – U.S.

On February 1, 2011, Chevron filed a civil action in the SDNY against the Claimants, certain of Ecuadorian and U.S. counsel, and other advisors to the Claimants. In its complaint, Chevron alleged, among other things, that the defendants named in this civil action violated the Racketeer Influenced and Corrupt Organizations Act (RICO), by committing what Chevron tried to characterize as "fraud" and "extortion" (e.g. "fraudulently" pursuing claims the defendants "knew" to be meritless and "extorting" Chevron through public pressure into paying a settlement). Count 9 of Chevron's RICO complaint requested a declaratory judgment that any judgment from the Ecuadorian trial court be rendered unenforceable because of inherent fraud in the Ecuadorian judicial system. In February 2011, Judge Kaplan of the Southern District of New York, without any supporting precedent, granted Chevron's request for a preliminary injunction (the "Preliminary Injunction") that purported to bar enforcement of the Judgment anywhere in the world. Information later emerged that Judge Kaplan held undisclosed investments in Chevron while making this and other rulings in the case.

The defendants appealed and on September 19, 2011 – the first day after oral argument -- the Second Circuit issued a summary order vacating the Preliminary Injunction in its entirety. On January 26, 2012, the Second Circuit issued its written opinion dismissing the Preliminary Injunction and the claim for declaratory relief under Count 9 in its entirety on grounds that a court's power to determine the enforceability of a foreign judgment could only be exercised when a plaintiff-creditor had sought enforcement under its recognition laws and not as an affirmative lever to bar recognition actions in its courts and, much less, around the world. Notably, the Second Circuit ruling stated that the "[Claimants] hold a judgment from an Ecuadorian court. They may seek to enforce that judgment in any country in the world where Chevron has assets." In addition, it should be noted that the Ecuadorian appellate court specifically confirmed that it had considered and rejected all of Chevron's claims regarding fraud by the Claimants.

After the Preliminary Injunction was reversed on appeal, Judge Kaplan allowed Chevron to continue to pursue its civil claims against U.S. attorney Steven Donziger, Ecuadorian attorney Pablo Fajardo, and all 47 of the named plaintiffs in the underlying environmental action. During a bench trial in late 2013, Judge Kaplan openly disparaged the Ecuadorians and their counsel, denied the villagers and their counsel a jury, and refused to consider any of the voluminous evidence of environmental contamination relied on by Ecuador's courts to find Chevron liable. He also allowed Chevron to pay \$2 million to a fact witness who claimed,

without any credible corroborating evidence and after 53 days of coaching by Chevron's lawyers, that certain of the defendants offered a bribe to the Ecuador trial judge in exchange for ghostwriting a favorable judgment. (The allegations already had been rejected by Ecuador's Supreme Court.) On March 4, 2014, Judge Kaplan found the defendants liable for the RICO violations and imposed an order prohibiting them from enforcing their judgment in the United States or collecting it anywhere in the world. That decision was affirmed in August 2016 by the same court that previously had reversed Judge Kaplan's preliminary injunction ruling; the three-judge panel did not independently review Judge Kaplan's findings and instead accepted them as true for purposes of the appeal. Neither the Kaplan decision nor the appellate decision affirming it has a dispositive impact on any enforcement action in Canada or other jurisdictions, as affirmed by the actions of the appellate courts (including Canada's Supreme Court). The Kaplan decision is being appealed to the U.S. Supreme Court. The petition for that appeal was filed on March 27, 2017. Several amicus briefs in support of the affected communities and their counsel were filed on May 1, 2017. A decision on whether the U.S. Supreme Court will grant review is expected between June and October, 2017.

Subsequent to the Kaplan decision, and while the first-level appeal was pending, Chevron suffered two significant setbacks that we believe have caused the factual predicate of its claims to collapse. First, Chevron's main witness in the Kaplan case (Alberto Guerra), to whom the company had paid \$2 million, recanted key portions of his testimony related to the bribery allegation and admitted he had lied on the stand. Second, a computer forensic analysis ordered by a separate international arbitration panel hearing a dispute between Chevron and Ecuador's government (described below) concluded that the trial court judgment had in fact been authored by the trial judge, and had not been ghostwritten by the plaintiffs as Chevron had alleged and Judge Kaplan had concluded. In fact, this forensic analysis found that the trial judge opened and saved a draft Word document on his office computer that became the judgment at least 400 times. These developments were brought to the attention of the appellate court hearing the appeal of Judge Kaplan's decision, but the court ignored them.

The U.S. Supreme Court also dealt a blow to Chevron's prospects when it ruled in June 2016 to severely restrict the application of the RICO law. This is another factor that we believe has a negative impact on Chevron's prospects in this aspect of the litigation. (See [here](#) for background on this court decision.)

6. RELATED LITIGATION – INTERNATIONAL ARBITRATION

In September 2009, Chevron sued the Republic of Ecuador ("ROE") under Ecuador's Bilateral Investment Treaty (BIT) with the United States, which permits private, commercial arbitration between investors and host country governments. Chevron's claims revolve primarily around a series of settlement and release agreements with Ecuador, which Chevron argues relieve it from liability for environmental impact arising out of its activities in Ecuador, including liability for any judgment rendered in the Lago Agrio case. Alternatively, Chevron asserts that the releases require the ROE to indemnify it for any sums collected against Chevron in any Lago Agrio judgment.

During the BIT proceedings, the arbitration panel has issued "interim orders" and "interim awards" purporting to order the ROE to use all measures necessary to enjoin all enforcement of any judgment against Chevron in the Lago Agrio case. The ROE has argued that Ecuadorian constitutional separation of powers principles prevent the executive branch of government from interfering in any way with the judicial process, in particular on behalf of any particular litigant, and that, accordingly, the ROE has very few measures "at its disposal." Accordingly, the ROE has taken the position that it has complied with the interim orders and award, while simultaneously arguing that such ruling are inappropriate, unnecessary and beyond the scope of the BIT arbitrators' power and, as such, should be vacated.

In addition, the Ecuadorian appellate court has ruled on more than one occasion that neither it nor any Ecuadorian court can give effect to any act by the BIT tribunal or by any international

tribunal that would have the effect of undermining fundamental human rights guaranteed by Ecuador's Constitution and by international law. Ecuador's courts also have noted that the Lago Agrio case involved citizens exercising their fundamental rights to judicial access and protection, and that any pro-investment principle of commercial rights could not trump those rights and was inapplicable in the context of this case.

The Claimants agree with the ROE and more broadly assert that the BIT proceedings themselves have no application to their claims against Chevron and that any orders emanating from the BIT proceedings will have no binding effect on Claimants or their right to enforcement of the Judgment in or outside Ecuador. The Claimants are not allowed under the BIT system to participate in the state-investor private arbitration, and the ROE is not a party to the Lago Agrio litigation. A decision in that action is pending.

KEY LEGAL DECISIONS, LEGAL BRIEFS

Ecuador Supreme Court decision affirming judgment against Chevron:

<http://chevrontoxico.com/assets/docs/2013-11-12-supreme-court-ecuador-decision-english.pdf>

Canada Supreme Court decision affirming right to enforcement:

<http://chevrontoxico.com/assets/docs/2015-09-04-chevron-v-yaiguaje-canada-decision.pdf>

Ontario Court of Appeal decision affirming right to enforcement:

<http://stevendonziger.com/wp-content/uploads/2013/12/Ontario-appeals-reversal-121713.pdf>

Motion by Villagers to Strike Chevron Defenses in Canada:

<http://chevrontoxico.com/assets/docs/2016-01-20-factum-of-the-respondents-plaintiffs.pdf>

Arbitration proceeding – key legal brief of Ecuador government:

<http://chevrontoxico.com/assets/docs/2015-03-17-roe-3rd-supp-rejoinder.pdf>

Appeal of Judge Kaplan's Decision in RICO Case by Counsel:

<http://guptawessler.com/wp-content/uploads/2012/05/CA2-brief-corrections-RC4.pdf>

Appeal of RICO decision by Ecuadorian villagers:

<http://guptawessler.com/wp-content/uploads/2014/01/LAP-Brief.pdf>

KEY MEDIA ON LITIGATION

Further general background, videos and materials related to the case can be found at www.chevrontoxico.com and in numerous media articles, including:

60 Minutes segment, 2009:

<http://www.metacafe.com/watch/11468768/amazon-crude-on-60-minutes>

Vanity Fair: <http://www.vanityfair.com/news/2007/05/texaco200705>

Video of Chevron defrauding Ecuador court:

<http://amazonwatch.org/news/2015/0408-the-chevron-tapes>

New York Times on Canada enforcement action:

<http://www.nytimes.com/2015/09/05/business/international/court-says-chevron-can-be-pursued-in-canada-over-ecuadorean-damage.html>

Chevron Faces Major Difficulties in Canada:

http://www.csrwire.com/press_releases/38268-Chevron-Facing-Major-New-Difficulties-In-Ecuador-Pollution-Case-After-Losing-Before-Canada-Supreme-Court

Chevron Faces Potential "Litigation Catastrophe" in 2016:

http://www.csrwire.com/press_releases/38590-In-2016-Chevron-Faces-Potential-Litigation-Catastrophe-Over-Ecuador-Pollution-Liability

Profile of Alan Lenczner, Canadian counsel:

<http://business.financialpost.com/legal-post/meet-alan-lenczner-the-man-fighting-for-ecuadorian-villagers-in-their-canadian-case-against-chevron>

##

INQUIRIES:

Steven Donziger, Esq.

sdonziger@donzigerandassociates.com

+1-917-566-2526

EXHIBIT 15

From: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Sent: Tuesday, November 28, 2017 6:02 PM
To: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Fwd: Important Ecuador Investor Call

Begin forwarded message:

From: Ian Watson <iw@watsonassetmanagement.com>
Date: November 27, 2017 at 9:12:15 PM EST
To: katie@streamlinefamilyoffice.com
Subject: Fwd: Important Ecuador Investor Call

Dear Katie

Ian Watson can participate on both dates. When you have a confirmed date please let us know. For your information Ian's most up to date email address is:

iw@watsonassetmanagement.com

Best wishes,

Maureen

Ian Watson
Tel: +1 250 935 0240
Cell: +1 250 204 4486
iw@watsonassetmanagement.com

Begin forwarded message:

From: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Important Ecuador Investor Call
Date: 26, November 2017 at 4:33:46 PM PST
To: Steven Donziger
<sdonziger@donzigerandassociates.com@mail95.atl161.mcsv.net>,
Katie Sullivan <Katie@Streamlinefamilyoffice.com>

Dear investors/supporters,

I trust you all had a wonderful holiday. I would like to set up a call this week to bring you up to

speed on the case in Canada, to provide an update on our progress in creating relationships with capital partners, and to outline immediate needs. The agenda will be as follows:

1) General update regarding recent legal decisions and upcoming appellate argument, overall timing, and shareholder activity around the case.

2) Discussion of the December meeting in Ottawa of the Assembly of First Nations (AFN), the national indigenous federation in Canada that represents the chiefs of 640 nations. This body will be entering into a formal alliance with the Ecuadorian communities to hold Chevron accountable. Already, there are signs that action in this area is causing great consternation within Chevron.

3) Discussion of our commitment to source funding from a significant capital partner or partners who will give our team the ability to put additional pressure on Chevron in and out of the courtroom. We are at a pivot point and a meaningful commitment of at least \$25M from an investor(s) with the financial bandwidth plus best in class thinking is critical. We already are working with Katie Sullivan to create these relationships so my energy can be more focused on strategy and building strategic relationships. Katie will be on the call.

4) We are raising a round of \$500k to \$1m to bridge us to the larger capital raise. Average monthly overhead costs are approximately \$75,000. Given my own situation, where I am under renewed attack from Chevron, I am no longer able to personally absorb any expense shortages as I have done to date. The upcoming AFN meeting is critical and we need to cover the cost of travel, media coverage, monthly stipends as well as legal costs for our incredible team of attorneys. Details will be explained.

We are proposing this call take place this Wednesday (Nov. 29) at 5 p.m. EST. The call-in number is 866-802-6672; passcode is 446620#.

PLEASE RSVP as soon as you can to me and Katie who is copied.

If the Wednesday time does not work for most of you, we propose an alternative date for this Thursday at 5 p.m. EST with the same call-in number.

We expect the call to take approximately 20 to 30 minutes, but we will go as long as necessary to answer any questions.

If neither of these dates work for you, please let me know and we can connect separately. I am generally available at this email and at 917-566-2526.

On behalf of the affected communities in Ecuador, thanks again to each of you for your critical support.

Best, Steven

EXHIBIT 16

Josh

✓ Account for all SRD labor thru the years (50m)

2001 full time 60 hrs/week

**Account for all money in since May 2016

Krevlin (250); Cliff (250); JYM (250 minus 15); Ian (250 minus 12,500); Krevlin II (100); JYM (100 minus 5); Josh guy (200); Fenwick (50)

**Divide into two categories: Alan and Other Case Expenses that came to U.S. Rep

**Other includes these recent expenses:

Transperfect: 31,500

Gupta: 25,000

Rizack: 13,000 (approx.)

Asset counsel: 10,000

Frisch (bar counsel): 7,500

Page fees: 25,000 (verify)

3BL Media: 4,600

FDA: 10,000 (verify)

Ecuador other (Yanza): 20,000

Salazar: 3,200 (verify)

Snowdy: 50,000

SRD travel

June Ecuador trip

August Ecuador trip

Sept Ecuador trip w Josh

Toronto June and then August

Toronto September

France trip (calculate airfare at \$3,000)

Wire fees

**Other includes future expenses

FDA: 25,000

Page: 25,000

Gupta: 25,000

Supreme Court printing: 25,000

**Donziger salary

hourly actual/donation to case difference between hourly and monthly

divide between May 1 to today and before

before May 1 is Donziger debt

**Donziger RICO case expenses

[Handwritten scribble]

sd 12/2/18
Suchito to 2

sd 12/2/18
Suchito to 2

Subject: RE: Accounting

Date: Monday, January 23, 2017 11:16:55 AM Eastern Standard Time

From: Christien Lam

To: Joshua Rizack

Here you go:

Date	Amount Received in USD	Amount Paid out in USD	Amounts Paid to Our Firm's Account
May 9, 2016	\$250,000.00	Kremlich Invest I	
May 10, 2016		✓ \$75,000.00	
July 13, 2016	\$100,000.00	Kremlich Invest I	
July 19, 2016	\$250,000.00	City Invest II	
July 19, 2016		✓ \$105,000.00	
October 3, 2016	\$285,000.00	JVM Invest III	
October 6, 2016		✓ \$143,500.00	
October 19, 2016	\$200,000.00	JSL Invest IV	
October 21, 2016		✓ \$100,000.00	
December 1, 2016	\$95,000.00	JVM Invest IV	
December 19, 2016		✓ \$65,000.00	
January 3, 2017	\$237,500.00	IAN Invest V	

From: Joshua Rizack [mailto:jrizack@therisinggroup.com]

Sent: Monday, January 23, 2017 11:07 AM

To: Christien Lam

Subject: Re: Accounting

1/1/16 Firm 5,000

Thanks you. Can you also add a column for amounts paid to your firms account.s

Thanks,

From: Christien Lam <CLam@litigate.com>

Date: Monday, January 23, 2017 11:04 AM

To: Josh Rizack <jrizack@therisinggroup.com>

Cc: Steven Donziger <sdonziger@donzigerandassociates.com>, Alan Lenczner <alenczner@litigate.com>

Subject: Accounting



130 Adelaide St W
Suite 2600
Toronto, ON
Canada M5H 3P5
T 416-865-9500
F 416-865-9010
www.litigate.com

November 11, 2016

Alan J. Lenczner, Q.C.
Direct line: 416-865-3090
Direct fax: 416-865-2844
Email: alenczner@litigate.com

Via Email sdonziger@gmail.com

Mr. Steven Donziger
245 West 104 Street, #7D
New York, NY
10025

Dear Mr. Donziger:

RE: Aguinda et al v. Chevron Corporation et al
Our File No.: 43222

Herewith a history of investments:

1. I have an Investment Agreement dated May 22, 2016 signed by the FDA representative, Carlos Guaman. I do not know who the funder is and need some verification of that. US \$250,000 was received on May 9, 2016. US \$75,000 was remitted to you on May 10, 2016.
2. I received a further US \$100,000 on July 13, 2016. I have no record of who the funder is. I only have an email to you from George Crossman indicating that the money came from Glenn Krevlin. Can you kindly provide me with an Investment Agreement for this amount?
3. I have an Investment Agreement dated July 11, 2016 signed by Carlos Guaman, but once again, no documentation indicating the funder. US \$250,000 was received on July 19, 2016 and, of that amount, US \$105,000 was remitted to you on July 19, 2016.
4. I have an Investment Agreement dated August 24, 2016 which indicates that the funder is WDIS Finance LLC. US \$285,000 was received on October 3, 2016 and we remitted US \$143,000 to you on October 6, 2016.
5. I have an Investment Agreement dated August 24, 2016 indicating that the funder is Wellbeck Partners. We received US \$200,000 on October 19, 2016 and we remitted US \$100,000 to you on October 21, 2016.

Mr. Steven Donziger
November 11, 2016

2

I look forward to receiving the requested documentation.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Alan Lenczner", written in a cursive style.

Alan J. Lenczner, Q.C.

AJL/klh

EXHIBIT 17

From: Steven Donziger <sdonziger@donzigerandassociates.com>
Sent: Saturday, December 17, 2016 1:59 AM
To: 'John van Merkensteijn'
Subject: another instruction to Alan

Categories: KF2

John: Sorry for the bother but Alan says his auditor is asking for the following instruction regarding the recent \$95,000 investment. Please send this to Alan from the person (I assume MBJ) who represents your entity. I already have discussed this with Alan and he is in agreement with it. Please confirm or let me know if any problem. This is time-sensitive. Thanks so much for all, Steven

Alan:

I hereby instruct your law firm to allocate \$65,000 of the \$95,000 investment from ENTITY to the law firm of Steven Donziger for expenses related to work on the Ecuador environmental case against Chevron.

Sincerely,

Representative of ENTITY

EXHIBIT 18

From: Steven Donziger <sdonziger@donzigerandassociates.com>
Sent: Friday, September 9, 2016 8:09 PM
To: 'John van Merkensteijn'
Subject: Fw: important -- instructions to Alan about use of funds
Categories: KF2

From: Steven Donziger
Sent: Friday, September 9, 2016 4:00 PM
To: John van Merkensteijn
Subject: important -- instructions to Alan about use of funds
John,

Can you please send an instruction to Alan Lenczner, via email, that 50% of the investor funds under the Agreement received by his law firm are to be forwarded Steven R. Donziger for expenses related to the Ecuador litigation. Alan's email is alenczner@litigate.com. Alan has indicated he needs said instructions directly from you or your representative. I would appreciate it if you could take care of this with dispatch. If you need detail about use of funds, let me know. Thanks much.

Best, Steven

EXHIBIT 19

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 C.A. No. 11 Civ. 0691 (LAK)
4

5 - - - - - X

6 CHEVRON CORPORATION,

7 Plaintiff,

8 v.

9 STEVEN DONZIGER, et al.,

10 Defendants.
11 - - - - - X

12 VOLUME I

Pages 1-231

13
14 CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

15 VIDEO DEPOSITION OF MARY K. SULLIVAN

16 Thursday, June 21, 2018, 10:07 a.m.

17 LibbyHoopes, P.C.

18 399 Boylston Street

19 Boston, Massachusetts 02116
20
21
22

23 --- Reporter: Kimberly A. Smith, CRR, CRC, RDR ---

24 Realtime Systems Administrator

25 Veritext Legal Solutions

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 2

1 APPEARANCES:

2
3 Gibson, Dunn & Crutcher LLP

4 By: Anne Marie Champion, Esq.

5 and Alejandro A. Herrera, Esq.

6 200 Park Avenue

7 New York, NY 10166-0193

8 (212) 351-4000

9 achampion@gibsondunn.com

10 aherrera@gibsondunn.com

11 and

12 Stern Kilcullen & Rufolo, LLC

13 By: Michael Dinger, Esq.

14 325 Columbia Turnpike, Suite 110

15 Post Office Box 992

16 Florham Park, NJ 07932-0992

17 (973) 535-2627

18 mdinger@sgklaw.com

19 for the Plaintiff;

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 3

1 APPEARANCES: (continued)

2
3 LibbyHoopes, P.C.

4 By: Frank A. Libby, Jr., Esq.

5 and Benjamin S. Towbin, Esq.

6 399 Boylston Street

7 Boston, MA 02116

8 (617) 338-9300

9 falibby@libbyhoopes.com

10 btowbin@libbyhoopes.com

11 for the Witness.

12
13 Also Present: William Slater, Video Operator

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 4

I N D E X

WITNESS: Mary K. Sullivan

EXAMINATION

Page

By Ms. Champion

7

AFTERNOON SESSION

By Ms. Champion

106

EXHIBITS FOR IDENTIFICATION:

Sullivan	Description	Page
Exhibit 1	MKS-0000061 - MKS-0000066	25
Exhibit 2	MKS-0000139 - MKS-0000140	53
Exhibit 3	6/19/18 court order	53
Exhibit 4	MKS-0000130 - MKS-0000134	65
Exhibit 5	MKS-0000022 - MKS-0000027	68
Exhibit 6	MKS-0000037	70
Exhibit 7	MKS-0000110 - MKS-0000112	71
Exhibit 8	MKS-0000105 - MKS-0000106	76
Exhibit 9	MKS-0000090 - MKS-0000094	77
Exhibit 10	MKS-0000031 - MKS-0000032	106
Exhibit 11	MKS-0000149 - MKS-0000156	111
Exhibit 12	MKS-0000370 - MKS-0000374	158
Exhibit 13	MKS-0000396	189
Exhibit 14	MKS-0000398	190

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 5

1 EXHIBITS FOR IDENTIFICATION: (continued)

2	Sullivan	Description	Page
3	Exhibit 15	MKS-0000405	192
4	Exhibit 16	MKS-0000395	193
5	Exhibit 17	MKS-0000390	193
6	Exhibit 18	MKS-0000397	194
7	Exhibit 19	MKS-0000403	198
8	Exhibit 20	MKS-0000404	200
9	Exhibit 21	MKS-0000365	201
10	Exhibit 22	MKS-0000389	203
11	Exhibit 23	MKS-0000383	204
12	Exhibit 24	MKS-0000401	206
13	Exhibit 25	MKS-0000399	207
14	Exhibit 26	MKS-0000388	211
15	Exhibit 27	MKS-0000366 - MKS-0000368	212
16	Exhibit 28	MKS-0000369	215
17	Exhibit 29	MKS-0000428	215
18	Exhibit 30	MKS-0000011	217
19	Exhibit 31	List of Donziger TD Bank accounts	219
20	Exhibit 32	Grinberg handwritten notes	220

21

22

23

24 Original exhibits retained by reporter to be

25 returned to Gibson Dunn

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 6

1 THE VIDEO OPERATOR: Good morning.
2 We are going on the record at 10:06 a.m. on June 21,
3 2018. Please note the microphones are sensitive and
4 may pick up whispering, private conversations, and
5 cellular interference. Please turn off all cell
6 phones or place them away from microphones as they
7 can interfere with the deposition audio. Audio and
8 video recording will continue to take place unless
9 all parties agree to go off the record.

10 This is Media Unit No. 1 in the video
11 recorded deposition of Katie Sullivan in the matter
12 of Chevron Corporation vs. Steven Donziger, et al.
13 filed in the United States District Court for the
14 Southern District of New York, Case No. 11 Civ. 0691
15 (LAK).

16 This deposition is being held at the
17 offices of LibbyHoopes, located at 399 Boylston
18 Street, Boston, Massachusetts. My name is Bill
19 Slater from the firm Veritext. I'm the
20 videographer. The court reporter is Kimberly Smith
21 from the firm Veritext. I'm not authorized to
22 administer an oath. I'm not related to any party in
23 this action, nor am I financially interested in the
24 outcome.

25 Counsel and all present in the room will

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 7

1 now state their appearances and affiliations for the
2 record.

3 MS. CHAMPION: Anne Champion from Gibson
4 Dunn for Chevron Corporation.

5 MR. HERRERA: Alejandro Herrera from
6 Gibson Dunn on behalf of Chevron Corporation.

7 MR. DINGER: Michael Dinger from Stern
8 Kilcullen & Rufolo on behalf of Chevron.

9 MR. LIBBY: Frank Libby, LibbyHoopes,
10 for Ms. Katie Sullivan.

11 MR. TOWBIN: Benjamin Towbin,
12 LibbyHoopes, for Ms. Sullivan.

13 THE VIDEO OPERATOR: Will the court
14 reporter please swear in the witness and we can
15 proceed.

16 MARY K. SULLIVAN,
17 having been satisfactorily identified by the
18 production of her driver's license, and
19 duly sworn by the court reporter, was deposed
20 and testified as follows:

21 EXAMINATION

22 BY MS. CHAMPION:

23 Q. Good morning, Ms. Sullivan. I'm just going
24 to go over some ground rules. I'm sure your counsel
25 has prepared you well. But just remember that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 8

1 you're under oath.

2 Is there any reason you can't testify
3 truthfully today?

4 A. No.

5 Q. You're not on any medication or --

6 A. Zero.

7 Q. Okay. Not suffering from any illness that
8 would affect your --

9 A. Zero.

10 Q. Great. And just remember too that because
11 we -- the court reporter has to take down your
12 testimony, that you need to give verbal answers.
13 So it's better not to just give a nod of the head,
14 et cetera. We need something that the court
15 reporter can take down.

16 A. Okay.

17 Q. If you need a break, you should ask for
18 one. But I just request that you not do so while a
19 question is pending.

20 And you understand that you're here
21 today to provide testimony on behalf of yourself
22 personally, as well as Streamline Family Office,
23 correct?

24 A. Correct.

25 Q. I just want to just briefly go over your

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 9

1 background just so I have a grounding in, you know,
2 the events that led up to today.

3 You have a bachelor's degree in
4 psychology; is that correct?

5 A. Yes. Correct.

6 Q. And do you have any graduate school?

7 A. No.

8 Q. And after college, you worked at Merrill
9 Lynch; is that right?

10 A. Correct.

11 Q. And how long were you there?

12 A. Oh, about five years with a -- I had a job
13 at Banco in between. I was at Merrill Lynch twice.

14 Q. Got it. Was that in Boston?

15 A. Correct. Yes.

16 Q. And so you've been in Boston since college?

17 A. Yes.

18 Q. And then you started your own business;
19 is that right?

20 A. Correct.

21 Q. And you've been running that business since
22 then. Has it always been Streamline Family Office?

23 A. Since 2005, incorporated.

24 Q. Okay. And incorporated. There was
25 something you started in 2003. Was that different?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 10

1 I think --

2 A. I started as -- yes. That's when I started
3 my entrepreneur -- Streamline.

4 Q. Got it.

5 A. Streamline Private Wealth and then it
6 became Streamline Family Office, incorporated in
7 2005 as an S-corp.

8 Q. Got it. And that business is wealth
9 management; is that correct?

10 A. No. It is wealth coordination. We do not
11 manage assets of any kind.

12 Q. Oh, okay. So can you just briefly describe
13 for me what that entails.

14 A. Sure. So we work with families that have
15 significant assets, the average about 300 --
16 anywhere from 100 to \$500 million of individual
17 family assets.

18 And so what Streamline does is we manage
19 the complexity between complex financial capital and
20 complex human capital. So we quarterback between
21 all their advisers, the -- you know, manage all
22 their cash flow, all their investments, you know, in
23 between, you know, their accountant, their lawyer,
24 their insurance folks, their investment advisers.

25 We are really partnered with the family

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 11

1 to take that burden off of them.

2 Q. Wow. Yes. That actually sounds very
3 useful.

4 A. It is.

5 Q. Do you have any employees?

6 A. Yes.

7 Q. How many?

8 A. Six.

9 Q. Six. And is that -- how long have you had
10 six employees?

11 A. Well, it's a small business so it's ebbed
12 and flowed. We've had that for the past two years.

13 Q. So how did you get involved in that line of
14 work? Did you just see a need for that and . . .

15 A. I did.

16 Q. Yeah. Very interesting. So how did you
17 first come to hear about -- if I call it the Lago
18 Agrio litigation, will you know what I'm talking
19 about?

20 A. Yes.

21 Q. Sometimes I say Ecuadorian litigation.

22 A. I know about the litigation.

23 Q. And so how did you first come to hear about
24 it?

25 A. I -- in 2016, I read a book called "The

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 12

1 Soul of Money," and I wanted to meet the author, so
2 I reached out to her. Her name is Lynne Twist. And
3 somehow it got me invited to a founders trip, which
4 is through a nonprofit, the Pachamama Alliance.

5 And I accepted it a week before the trip
6 was taking off so I could meet her. And on that
7 trip, where there was about 30 of us, I was
8 introduced -- Steven was a special guest for part of
9 that trip, and that's how we all got to meet him.

10 Q. Got it.

11 A. And that's how I understood the story.

12 Q. Understand. So he was the first person
13 that you met --

14 A. No.

15 Q. -- associated with --

16 A. Oh. He was the first person I met
17 associated with -- yes.

18 Q. With the litigation?

19 A. Yes.

20 Q. So what did you understand at that time,
21 what was this litigation? What was your
22 understanding of what it was?

23 A. That there was a big dumping mess in
24 Ecuador that was responsible by oil companies. That
25 Chevron was involved because they bought Texaco back

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 13

1 in some date. And he was working on behalf of the
2 indigenous peoples to try to help get it cleaned up.

3 Q. So this trip was in -- was that in 2016?

4 A. August 2016.

5 Q. And so was that your first trip to Ecuador?

6 A. Yes.

7 Q. And have you been there since then? I
8 think in --

9 A. Yes.

10 Q. -- 2017, there were some documents that --

11 A. Yes.

12 Q. -- you were at a meeting there?

13 A. Yes. I was invited to go back to actually
14 see -- I was in the part of the rain forest that was
15 still beautiful. And so I had an opportunity and an
16 invitation to see the other part of the rain forest,
17 which I thought would be an interesting contrast.

18 Q. And what were your impressions?

19 A. It was interesting.

20 Q. What do you mean by that?

21 A. It kind of opened my world to -- you know,
22 outside of my little bubble that I live in. I just
23 really thought it was interesting. I was just
24 learning. For me, it was all about just learning
25 something new. And I learned a lot; I met a lot of

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 14

1 interesting people, and I was an observer.

2 Q. So when was that trip?

3 A. That trip? I think it was in September of
4 '17.

5 Q. And so that was your second trip to Ecuador.
6 Have you been there since then?

7 A. No.

8 Q. And who were you with on that trip?

9 MR. LIBBY: If I may at this time, Anne,
10 how much more background are you going to get into?
11 What I understood from our conversation prior to
12 Ms. Sullivan coming in was that you wanted to get
13 into some -- a little of her background. And now
14 we're getting into facts and circumstances having to
15 do with Ecuador and Donziger. So how much more?

16 MS. CHAMPION: First of all, I think she
17 produced a couple documents related to this trip.
18 And so I think I'm entitled to ask about the trip.
19 The documents refer to it. But I'm just trying to
20 understand her -- the base of her knowledge and her
21 role in the case so that I can -- you know, so that
22 I can ask her questions.

23 MR. LIBBY: And we're all bound by the
24 court's June 19 order where it laid out the three
25 subject areas. And I think at this point, we're

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 15

1 moving well past that and into something other
2 that's not allowed under the court's order, the
3 Streamline order.

4 MS. CHAMPION: I think I'm entitled to
5 ask her about her role in the case and how she came
6 to have that role.

7 MR. LIBBY: Well, I disagree. And at
8 this point under Rule 30, I'm going to instruct the
9 witness not to answer.

10 MS. CHAMPION: Okay.

11 MR. LIBBY: If we can move on to those
12 areas that the court has, in fact, carved out, I
13 think it would be helpful.

14 MS. CHAMPION: We also agreed that I
15 could ask her about documents. She produced a
16 document about this trip.

17 MR. LIBBY: Correct. Subject to the
18 limitations set forth in the June 19 order. And
19 those are three areas, none of which are to be
20 encroached upon by reference to paragraph 3, which
21 has to do with paragraph 5 compliance discovery.

22 So what I'm suggesting is -- you do as
23 you see fit. But under the -- our reading of the
24 court's June 19 order, the questioning here has run
25 far afield.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 16

1 MS. CHAMPION: I'm going to have to
2 disagree with you. And I think that, in fact, the
3 email that she sent about this trip is directly
4 connected to the Elliott solicitation, which is a
5 subject that the court identified.

6 MR. LIBBY: Well, when we get to that
7 email, why don't we pick it up then.

8 MS. CHAMPION: Well, I think you should
9 take it question by question. I'm happy to
10 introduce the email, but I think I'm entitled to ask
11 about the trip that she referenced in the email
12 about the Elliott solicitation.

13 MR. LIBBY: I understand. But let's --
14 let's distinguish between what appears on the face
15 of a document and the production of the document
16 because it meets a production obligation under the
17 order versus the scope of the order with respect to
18 subject areas.

19 And those are, again, the Elliott
20 Management meeting, Donziger's assets and
21 liabilities and financial situation, and any
22 payments to Donziger. I fail to see how that --
23 these questions have to do with those three discrete
24 subject areas.

25 MS. CHAMPION: I just explained to you

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 17

1 the connection between this trip to Ecuador and the
2 Elliott solicitation.

3 MR. LIBBY: I think we disagree.

4 MS. CHAMPION: All right. Well, you
5 know, we obviously reserve the right to recall this
6 witness.

7 MR. LIBBY: Of course you do.

8 BY MS. CHAMPION:

9 Q. What was your understanding about -- how
10 did you come to look for investors for the case?

11 MR. LIBBY: No. I'm sorry. I don't see
12 how that's any different -- I don't see how that
13 fits any of these three --

14 MS. CHAMPION: I'm not going to do this
15 extensive argument with you on the record. I'm here
16 to talk to this witness --

17 MR. LIBBY: I understand.

18 MS. CHAMPION: -- and I have a limited
19 amount of time with her. So please just stop.

20 MR. LIBBY: Well, then I instruct her
21 not to answer because I see that as outside the
22 scope.

23 MS. CHAMPION: You can instruct her not
24 to answer. Just stop with the speaking objections.
25 I'm here to talk to her and find out what she knows,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 18

1 not what you know and what you think.

2 MR. LIBBY: Understood. Understood.
3 Understood. We did have a conversation beforehand.
4 BY MS. CHAMPION:

5 Q. How did you come to search for investors
6 for this case?

7 MR. LIBBY: Same objection.

8 Instruct not to answer.

9 BY MS. CHAMPION:

10 Q. How did you come to identify Elliott
11 Management as a potential investor for this case?

12 MR. LIBBY: You may answer.

13 THE WITNESS: I had a random reach-out
14 to me by -- I think this fellow's name is Steven
15 Saltzenburg or Saltzen something, on LinkedIn. And
16 I typically don't answer any of those, and I did,
17 and I had a conversation with him. He's in New
18 York. He's got this family office network. They're
19 very transaction based.

20 And so I just had about a half hour call
21 with him, and I mentioned, you know, that I became
22 aware of this litigation, you know, in this process.
23 And he's the one that said, Oh, that would be a
24 great thing for a place like Elliott Management.
25 That was it.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 19

1 BY MS. CHAMPION:

2 Q. And who directed your work on the case?

3 MR. LIBBY: Objection, form.

4 You may answer.

5 THE WITNESS: Myself.

6 BY MS. CHAMPION:

7 Q. You didn't answer to Mr. Donziger?

8 A. I did not, no. I answered to myself.

9 Q. Did you answer to the Ecuadorian plaintiffs?

10 A. No. I don't speak Spanish.

11 Q. So you just understood you were acting as a
12 freelancer on behalf of the plaintiffs? I'm just
13 trying to understand, you know, your role, who you
14 took direction from, that type of thing.

15 MR. LIBBY: Objection. Is this with
16 respect to the Elliott Management meeting?

17 MS. CHAMPION: Yes. I mean, she's
18 having a discussion about the case with this
19 Mr. Saltzstein. He tells her Elliott Management
20 would be a good fit. And I'm just asking, you know,
21 did someone direct her to have the conversation with
22 Mr. Saltzstein, et cetera. It's a perfectly
23 legitimate question.

24 MR. LIBBY: Go ahead.

25 THE WITNESS: Curiosity. I would say

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 20

1 curiosity. I have a deep curiosity.

2 BY MS. CHAMPION:

3 Q. But you understood that the case needed
4 investors?

5 A. Yes. I understood that the case needed
6 funding to be able to continue to reach some type of
7 solution.

8 Q. And what type of funding did you think --
9 what did you think Elliott Management would be
10 interested in funding exactly?

11 A. Funding the litigation costs. I think
12 that's the only thing that I understood was
13 necessary.

14 Q. What litigation costs? Where did you
15 understand those costs were coming from?

16 A. Just inherently there are costs to do
17 business and to try to litigate the case on behalf
18 of the Ecuadorian peoples who have no money.

19 Q. But I just want to be clear. What pending
20 proceedings were you aware of --

21 MR. LIBBY: No. At this point, this has
22 nothing to do --

23 BY MS. CHAMPION:

24 Q. -- that Elliott would be funding?

25 MR. LIBBY: Objection. This has nothing

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 21

1 to do with the intent to obtain funds. I'm drawing
2 the line here.

3 MS. CHAMPION: You're wrong. It does.
4 What is she asking the money for? And that's in the
5 notes.

6 MR. LIBBY: That's a different thing.
7 Whether it's in the documents or not, this has to do
8 with the court's order, which is the attempt to
9 obtain funds, and what you're doing is ranging far
10 afield, Anne, respectfully, and I'm instructing her
11 not to answer.

12 BY MS. CHAMPION:

13 Q. What did you think that you were asking --
14 When you ultimately did ask Elliott Management for
15 money, what were you asking them for money to fund?

16 MR. LIBBY: Objection to form.

17 Go ahead.

18 THE WITNESS: I -- The meeting with
19 Elliott was a personal challenge because I heard it
20 and I thought, Hmm. Could I get a meeting with
21 Elliott Management. That's as simple as it was.
22 And so I attempted to do that, thinking that it
23 probably would never happen.

24 BY MS. CHAMPION:

25 Q. Right. I understand that. But you went to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 22

1 them with a specific request. And I'm just trying
2 to find out what was that request, what were you
3 asking them for money for?

4 A. I went --

5 MR. LIBBY: Objection, objection. And I
6 think it misstates her prior testimony.

7 But go ahead and answer.

8 THE WITNESS: Can you answer -- ask that
9 again.

10 BY MS. CHAMPION:

11 Q. What was the request that you made of
12 Elliott?

13 A. For a meeting.

14 Q. And you didn't ask them for -- to fund
15 anything at that meeting?

16 A. No.

17 Q. Okay.

18 A. It was an introduction.

19 Q. So you said Mr. Saltzstein suggested
20 Elliott Management. And you said that
21 Mr. Saltzstein had reached out to you on LinkedIn?

22 A. Correct.

23 Q. How did you come to discuss Elliott
24 Management with him?

25 A. I didn't bring up Elliott Management.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 23

1 I didn't know of Elliott Management. I knew there
2 was large hedge funds in the world, but I didn't
3 know of Elliott Management.

4 Q. Right. I understand that. But how did he
5 come to identify them as someone that would be
6 interested in funding this potentially?

7 A. His business, Family Office Networks,
8 is transactional based and so it was just a
9 conversation to -- I was really exploring just, does
10 this even make sense for people. So that's all the
11 conversation really was. And that's when the
12 Elliott Management came up.

13 Q. Got it. And what do you mean by, does this
14 make sense for people? Does what make sense?

15 A. Does connecting capital to do -- have an
16 impact in the world and do good things.

17 Q. I see. But not specifically the Ecuadorian
18 litigation?

19 A. Not -- Well, no, not specifically. In my
20 view, it was a general understanding of that world.
21 And Elliott was brought up for that particular
22 conversation.

23 Q. Understand. And by "particular
24 conversation," you mean as a potential funder for
25 the Ecuadorian litigation?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 24

1 A. Yes.

2 Q. And did he raise the Ecuadorian litigation,
3 or did you in the course of this conversation?

4 A. I raised it.

5 Q. And you thought he might be a good -- he
6 might have good ideas because, as you said before,
7 he worked in a transactional space?

8 A. It is not my space, so, yes, I was looking
9 for . . .

10 Q. And just so I understand, because I'm so
11 not a finance person, when you say his space and
12 your space, how do they differ?

13 A. I'm not transactional.

14 Q. Because you do this more sort of
15 consulting -- it's like a consulting business that's
16 just more managing different pieces --

17 A. I'm like a primary care doctor --

18 Q. Got it.

19 A. -- for wealthy families. I take care of
20 the whole piece. I know everything that's going on,
21 and I know transactions are happening, but I am in
22 no way, shape, or form involved in them. The only
23 fees I receive are directly from clients. I'm not
24 transactional.

25 Q. Got it, okay. And so he was the first

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 25

1 person that mentioned Elliott Management to you as a
2 possible funder?

3 A. Yes.

4 Q. And you said you had not heard of Elliott
5 Management previously; is that right?

6 A. Well, I've known -- I knew they were a big
7 hedge fund and I've known of them. But I've never
8 kind of understood them more deeply than I know that
9 they're activist investors and they invested in --
10 they invest in companies.

11 Q. Got it, okay. And -- I mean, I believe you
12 said to Donziger -- we'll mark this as Sullivan 1.

13 (Discussion off the record.)

14 (Sullivan Exhibit 1 was marked
15 for identification.)

16 BY MS. CHAMPION:

17 Q. So do you recall telling Mr. Donziger that
18 you knew of Elliott Management because "they bought
19 into one of my client's companies and riding his ass
20 to create shareholder value"?

21 A. Um-hum. Yes.

22 Q. Do you recall that? And which client were
23 you referring to there? What client company?

24 MR. LIBBY: Objection. Say that again,
25 please. Where are we on the email?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 26

1 MS. CHAMPION: It's the bottom of the
2 second page.

3 MR. LIBBY: Right.

4 MS. CHAMPION: The email dated
5 October 16, 2017.

6 BY MS. CHAMPION:

7 Q. And just for the record, I've handed you
8 what we've marked as Sullivan Exhibit 1. It's an
9 email chain with the Bates label MKS-0000061 through
10 66.

11 And just to be clear, the bottom of the
12 email chain, page 65, you'll see there's an email
13 from Steven Saltzstein. That's the gentleman that
14 reached out to you on LinkedIn; is that correct?

15 A. Correct.

16 Q. So what did you mean when you said to
17 him -- or said to Mr. Donziger that Elliott
18 Management had bought into one of your "client's
19 companies and was riding his ass to create
20 shareholder value - not in the way we would think a
21 so-called activist might work"?

22 MR. LIBBY: Go ahead.

23 THE WITNESS: That Elliott Management
24 is -- they have a certain style that is, I'd say,
25 aggressive, and that they -- they're

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 27

1 strategically -- they're good at what they do.

2 And this is what they do.

3 BY MS. CHAMPION:

4 Q. And why did you say that that was not --
5 "not in the way we would think a so-called activist
6 might work"? How would a so-called activist
7 normally work?

8 A. To uplift people.

9 Q. But you nonetheless considered them an
10 activist investor?

11 A. They called themselves an activist
12 investor.

13 Q. Got it, okay. And so you also say to
14 Mr. Donziger here, "I 100 percent agree with him."

15 Do you see that?

16 A. I do.

17 Q. And why did you agree with him?

18 A. Because I think you need to match
19 opponents. You need to match people who have
20 resources and strategies for the best, fairest
21 outcome.

22 Q. Okay.

23 A. Just in general. That's a general common
24 sense in my view.

25 Q. Yes. It makes sense. And why did you

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 28

1 think Elliott might be a good fit for this case?

2 A. They're a \$34 billion fund.

3 Q. Anything else?

4 A. They're really good at what they do.

5 Q. I mean, but among the many, many, many
6 hedge funds, why Elliott? I mean, there's lots
7 of billion dollar -- multibillion dollar funds?

8 A. There's a certain reputation they have.

9 Q. And how was that reputation a good fit for
10 the Ecuadorian litigation?

11 A. It was just a feeling that I had it might
12 be a good fit. I don't -- I didn't really give it a
13 whole lot of deep thinking.

14 Q. You say -- you said here that "strategy" --
15 excuse me. Strike that.

16 You say here, "Strategy would be to go
17 to the top and get in analysts' ears to bring the
18 idea forward - like in the show 'Billions.'"

19 A. Um-hum.

20 Q. What did you mean by that?

21 A. Meaning that in that hierarchy, there's a
22 lot of people that are out there looking for deals
23 and then they bring them up to the partners or
24 portfolio managers, if you will; they bring them up
25 to the partners as ideas.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 29

1 So they are out scouring the world for
2 good ideas that are going to make them a lot of
3 money. That's their model.

4 Q. Got it, okay. And "go to the top," what
5 did you mean by "the top"?

6 A. Go to Paul Singer.

7 Q. And you understood him to be what at
8 Elliott Management?

9 A. The founder.

10 Q. And how is it like the show "Billions,"
11 which I also watch. I like that show.

12 A. I assume that's the culture at Elliott.
13 I don't know. I've never worked in a place like
14 that, but just -- it comes from somewhere.

15 Q. Got it. So what is your view -- so was it
16 your view that they -- that as a hedge fund, that
17 they were interested in identifying potentially
18 risky investments?

19 A. No, that wasn't my view.

20 Q. Do risky investments tend to be the most
21 potentially profitable?

22 A. That's a fair economic assumption.

23 Q. Was it your understanding that Elliott
24 Management would be interested in investing in the
25 Ecuadorian litigation if they wouldn't make a profit

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 30

1 doing so?

2 A. Say that again.

3 Q. Was it your understanding that Elliott
4 Management would be interested in investing in
5 Ecuadorian litigation if they would not make a
6 profit doing so?

7 A. My assumption would be that they wouldn't.

8 Q. Right. So you were interested in
9 approaching them because you thought you had a
10 potentially profitable investment opportunity for
11 them?

12 A. I knew there was risk. Would I say that
13 there was a -- Profits are other people's decision
14 to make. It was never mine. It was a
15 conversation -- I was starting a conversation that
16 would then be held by people who would make those
17 decisions. So I don't have the skills nor the --
18 to say if it would be or wouldn't be.

19 Q. Right. But you weren't asking them for a
20 charitable contribution?

21 A. Correct.

22 Q. So in other words, you were trying to bring
23 to them a potentially profitable opportunity?

24 A. That would be what they would be most
25 interested in.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 31

1 Q. In Mr. Saltzstein's email on the next
2 page -- it's page 63 -- it says here, "I'll touch
3 base with Jeff and make the introduction."

4 Was that an introduction to Elliott
5 Management, or what was the introduction he was
6 offering to make there?

7 A. That was not Elliott Management.

8 Q. And Jeff has nothing to do with Elliott
9 Management, whoever Jeff is?

10 A. Correct.

11 Q. So -- Oh, I see. So in your email above
12 that you say, "He's going to introduce me to Jeff
13 Cohn."

14 Is that the Jeff referred to in the
15 email from Mr. Saltzstein?

16 A. Correct.

17 Q. And was he somebody you also viewed as a
18 potential investor? In the Ecuadorian litigation,
19 to be clear.

20 MR. LIBBY: No, that's outside the
21 scope -- Anne, that's outside the scope of Elliott
22 Management.

23 So instruct not to answer.

24 BY MS. CHAMPION:

25 Q. So Mr. Donziger responded to you, "I need

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 32

1 Elliott Management, but not sure." Do you see that
2 in the email above yours on page 62?

3 A. Yes.

4 Q. And he said, "I talked to them in the
5 past." Did you talk to him about what his prior
6 conversations had been with Elliott?

7 A. No.

8 Q. And then he says -- and he also says, "I
9 need Elliott Management, but not sure." Why did he
10 need Elliott Management? What was your understanding
11 of what he meant by that?

12 A. Capital and strategic thinking.

13 Q. And then he also says, "I think with RICO
14 judgment, it would be too problematic. They are too
15 large and exposed, although they totally get this
16 kind of thing."

17 What did he mean by -- what was your
18 understanding of what he meant by, it would be
19 problematic with the RICO judgment?

20 MR. LIBBY: Objection, competence.

21 You may answer if you know.

22 THE WITNESS: I don't know. Those
23 were -- RICO -- my understanding is that a RICO
24 judgment is there. So -- and it's out in the open.
25 So he was just stating something that I think was

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 33

1 obvious.

2 BY MS. CHAMPION:

3 Q. What's your understanding of what a RICO
4 judgment is?

5 MR. LIBBY: You may answer.

6 THE WITNESS: It's a civil --

7 MR. LIBBY: Hang on a second. Then or
8 now, Anne?

9 MS. CHAMPION: I think then. I'm more
10 interested in her views then.

11 MR. LIBBY: Okay.

12 MS. CHAMPION: I can pivot to now.

13 MR. LIBBY: Well, I'd have an objection
14 to now.

15 MS. CHAMPION: Yes. I understand, yes.

16 THE WITNESS: That it was a -- in some
17 international racketeering civil -- I don't even
18 know the right word.

19 BY MS. CHAMPION:

20 Q. Where did your understanding of the RICO
21 judgment come from?

22 A. I first learned about it --

23 MR. LIBBY: I'm sorry. Was the question
24 "the RICO judgment"? Because I think the prior
25 question was RICO generally.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 34

1 MS. CHAMPION: I understand.

2 BY MS. CHAMPION:

3 Q. So you understood, you said before -- and
4 whenever I characterize your prior testimony, don't
5 hesitate to correct me. I'm just doing it to move
6 things along. But I think you testified a minute or
7 two ago that you knew there was a RICO judgment out
8 there, right?

9 A. Correct.

10 Q. So what was your understanding of what that
11 RICO judgment was or how it related to the
12 Ecuadorian litigation?

13 A. Can you ask that again, please.

14 Q. Sure. You testified previously that you
15 knew there was a RICO judgment out there, and that's
16 why Mr. Donziger mentioned it in this email.

17 A. Um-hum.

18 Q. What was your understanding of what the
19 RICO judgment was that he was referring to in this
20 email?

21 A. That it was a judgment in the U.S., that
22 the case -- you know, the judgment is still valid
23 outside of the U.S., but in the U.S. it was deemed
24 as gained by RICO or fraudulently or through some
25 things that I don't fully understand.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 35

1 Q. And where did your understanding of what
2 the RICO judgment was come from?

3 A. From -- I first heard about it when I was
4 in Ecuador and it was part of the story. And
5 then -- that's when I first heard about it.

6 Q. And you heard about it from who?

7 A. From Steven when he shared kind of the
8 story with the group.

9 Q. Did you ever discuss the RICO judgment with
10 anyone else?

11 MR. LIBBY: Excuse me. Objection.
12 Could we define what you mean by "the RICO
13 judgment"? Generally or an actual document?

14 MS. CHAMPION: I'm really trying to use
15 her terms.

16 MR. LIBBY: Okay.

17 BY MS. CHAMPION:

18 Q. But you understand there was a RICO
19 judgment out there. Mr. Donziger told you there was
20 a RICO judgment that had the effect of making the
21 judgment invalid inside the U.S., but potentially
22 valid outside the U.S.? Is that consistent with
23 your understanding?

24 A. Yes. That's -- Yes.

25 Q. And did you learn about the RICO judgment

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 36

1 from anyone but Mr. Donziger?

2 MR. LIBBY: Same objection.

3 Go ahead. If you understand.

4 THE WITNESS: Can you ask again, please.

5 BY MS. CHAMPION:

6 Q. What I mean is, where did you come to your
7 understanding of what the RICO judgment was? Was it
8 just from conversations with Mr. Donziger? Did you
9 talk to other people about it? Did you read
10 anything? Did you read the judgment?

11 That's kind of what I'm getting at.
12 I'm just trying to understand the sources of your
13 knowledge.

14 A. I knew it was there, and I never had
15 in-depth conversations of what it was. So it would
16 just be referenced in conversation. Yes. I
17 don't . . .

18 Q. That's fine. I understand. And if you
19 don't remember everything that's fine, but --

20 A. I definitely don't remember everything.

21 Q. Who else would you have talked about it
22 with?

23 A. I don't remember.

24 Q. Aaron Page?

25 MR. LIBBY: You know, at this point,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 37

1 Anne, I think that this is outside the scope. This
2 is outside the scope of the Elliott Management
3 attempt.

4 MS. CHAMPION: It is not.

5 MR. LIBBY: I disagree. I think what
6 you're doing now is you're getting into the
7 reference -- the language "RICO judgment" in an
8 email and going outside the scope of (a).

9 I'm going to instruct you not to answer.

10 MS. CHAMPION: I'm just going to explain
11 this briefly, again, because I don't want to do this
12 lengthy back-and-forth on the record --

13 MR. LIBBY: I don't either.

14 MS. CHAMPION: -- but the RICO judgment
15 is mentioned all over the Elliott documents. I'm
16 trying to understand her view of why it was an issue
17 and why it presented a risk. And so I want to
18 understand what she knew about it and how she knew
19 it. That's all. So that's all I'm getting at.
20 It's obviously relevant to the Elliott solicitation.

21 MR. LIBBY: Well, I disagree.

22 And, Madam Court Reporter, I'd like to
23 have marked as an exhibit the June 19 order -- not
24 to upset your numbering system -- but to make sure
25 the transcript's clear when I make reference to (a),

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 38

1 that it's from the June 19 Judge Kaplan order with
2 respect to certain prehearing discovery. If we
3 could have that marked. At the appropriate time.

4 MS. CHAMPION: Sure.

5 MR. LIBBY: I think we're going far
6 afield now, and I'll instruct you not to answer at
7 this point.

8 BY MS. CHAMPION:

9 Q. So you say here in your email to
10 Mr. Donziger on page 61, "I appreciate RICO is a big
11 deal...if you only see the surface."

12 Why did you appreciate it was a big
13 deal?

14 A. Simply because I think it's a -- I thought
15 it's a big deal.

16 Q. Why?

17 A. Because it -- there's a federal judge that
18 made some ruling. And it -- yeah.

19 Q. Made some ruling that what? How did it
20 affect the case? I mean, why would it matter? Why
21 is it a big deal?

22 A. That it could never be in the U.S.

23 Q. That it could never be what?

24 A. That it could never be -- that monies could
25 never be collected and that it could never be -- no

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 39

1 longer allowed in the U.S., whatever this litigation
2 was going on. That's simply what I knew.

3 Q. Got it. And so you said that your
4 understanding was that no monies could be collected.
5 Do you mean that no monies could be collected in the
6 U.S.?

7 A. No. That it's a transaction that can't
8 happen in the U.S.

9 Q. What transaction?

10 A. If there was ever a settlement.

11 Q. Oh, okay. A settlement with Chevron?

12 A. Yes.

13 Q. And then you say here, "I appreciate RICO
14 is a big deal...if you only see the surface."

15 What did you think was under the surface
16 that make RICO not a big deal?

17 A. I can't say in particular. That's a
18 general view I have on most things.

19 Q. Right. But what did you mean here? So you
20 go on to say, "You don't want to associate with
21 those only willing to look at the surface. Not
22 everyone will see it as a problem."

23 So what kind of -- what did you think
24 was below the surface of the RICO judgment? I'm
25 assuming that's what you mean by "the surface,"

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 40

1 that, you know, some people would view as not -- you
2 know, make the RICO judgment, you know, not a big
3 deal, or not a problem.

4 MR. LIBBY: Objection to form.

5 You may answer.

6 THE WITNESS: If they understood the law
7 more deeply and the international pieces. I mean,
8 that's -- this is -- yeah.

9 BY MS. CHAMPION:

10 Q. And what was your understanding of what the
11 international pieces were?

12 A. Limited to zero, closer to zero.

13 Q. Got it, okay. And then what about -- you
14 know, you said something earlier to the effect of,
15 you know, you viewed Elliott as an activist investor
16 and you viewed activist investing normally as like
17 trying to do good, right, with your investments?

18 A. Correct.

19 Q. And so was it your view that, you know,
20 someone trying to do good with their investments
21 might be willing to look past the RICO judgment
22 because they thought they were investing in a worthy
23 cause?

24 A. Can you repeat that.

25 Q. Yeah. And I don't want to put words in

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 41

1 your mouth. I'm just trying to get a little more
2 about what your thinking was here about why the RICO
3 judgment was not big deal -- would not be a big deal
4 for some investors.

5 So I don't want to put words in your
6 mouth, so I'm trying to get a little bit more
7 information about, you know, who you thought
8 wouldn't see it as a problem.

9 Would it be because someone thought they
10 might be doing good by investing in the litigation
11 and so, therefore, might be willing to look past the
12 RICO judgment?

13 But, I mean, I want you to tell me what
14 you think. I'm just trying to guess.

15 A. I think an activist investor wants a double
16 or triple bottom line where they can put capital to
17 places that do good, have an impact, and potentially
18 could have a rate of return that's positive.

19 BY MS. CHAMPION:

20 Q. Got it, okay. That makes sense. And did
21 you think that that type of investor who's looking
22 at more than just profits, right, was the type of
23 investor that would not see the RICO judgment as a
24 problem in this context?

25 MR. LIBBY: No. Aside from competency

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 42

1 and foundation, this is well far afield of the
2 court's order here at this point.

3 MS. CHAMPION: I'm trying to understand
4 her email.

5 MR. LIBBY: I understand what you're
6 trying to understand. And it's way beyond --

7 MS. CHAMPION: No.

8 MR. LIBBY: -- the attempt to obtain
9 funds from Elliott Management. Yes, it is, Anne.
10 I'm going to instruct her not to answer.

11 MS. CHAMPION: It explains why she
12 approached them in the first place.

13 MR. LIBBY: This is all about Donziger.
14 And the court's order makes it very clear, it's
15 about the attempt to obtain funding from Elliott
16 Management, and you've just gone way past the marker
17 here.

18 MS. CHAMPION: Well, clearly I disagree
19 with that. This is an email about talking to
20 Elliott Management, and she's explaining she thinks
21 they're worth approaching.

22 MR. LIBBY: Right. And so what I'm
23 saying is this is beyond -- well beyond the scope of
24 what (a) is intended to establish here --

25 MS. CHAMPION: Okay.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 43

1 MR. LIBBY: -- for purposes of the
2 hearing.

3 BY MS. CHAMPION:

4 Q. So then Donziger says, "We need to get to
5 Paul Singer. He heads Elliott Capital."

6 Do you see that?

7 A. I see that.

8 Q. And you respond, "He lives in the Upper
9 West Side. I'll send him a Led Zeppelin T-shirt and
10 ask for a meeting."

11 Do you see that?

12 A. I see that.

13 Q. And did you ultimately reach out to
14 Mr. Singer?

15 A. I did.

16 Q. To go back to this email -- I just want to
17 finish up with this before I move on to your
18 communications with Mr. Singer -- you say,
19 "You want someone like Elliott, maybe not them
20 specifically . . . investors who are bold,
21 courageous, and understand what and why, know that
22 this investment is a hedge. They can short Chevron,
23 invest a ton of money in the case, and make money on
24 both ends."

25 What did you mean by "make money on both

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 44

1 ends"?

2 A. Make money in the public market and make
3 money on a private investment.

4 Q. Got it, okay. And what did you mean by
5 "this investment is a hedge"?

6 A. Exactly what I said after it.

7 Q. But I don't understand that. I'm just not
8 a finance person. So by "hedge," you mean -- by
9 "hedge," you mean they could make money in two ways
10 so that protected them? I really don't understand.

11 A. Yeah.

12 Q. So explain that to me. So the private
13 investment is the interest in the proceeds, is that
14 correct, of the judgment?

15 A. Could be. I -- there's -- could be. I was
16 taking --

17 Q. What did you mean by "private investment"?

18 A. Not in the public markets.

19 Q. So a short is like when you invest in a way
20 that you make money if the stock price drops; is
21 that right? That's what a short is?

22 A. Correct.

23 Q. So how did you think that the Ecuadorian
24 litigation would affect Chevron's stock price?

25 A. I had no idea.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 45

1 Q. But you say here, "They can short Chevron,
2 invest a ton of money in the case, and make money on
3 both ends."

4 So how would it be a hedge to short
5 Chevron if you have no idea how anything will affect
6 the stock price? Why would it be a hedge? I'm just
7 trying to understand because I literally don't get
8 it.

9 A. This was just an idea. This was not a --
10 this was -- that's all it was.

11 Q. Right. I understand. But you say here
12 that they can hedge by shorting Chevron, invest
13 money -- "a ton of money in the case, and make money
14 on both ends."

15 I just want you to explain to me how
16 that strategy would work in practice.

17 A. I don't think I have the skills to explain
18 it in practice.

19 Q. So when you said this to Mr. Donziger, you
20 didn't have an idea of how this would work? I mean,
21 I'm just trying to understand the basis for the
22 statement.

23 MR. LIBBY: Asked and answered.
24 Objection.

25 Go ahead. One last time.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 46

1 THE WITNESS: Okay.

2 MR. LIBBY: If you know.

3 THE WITNESS: So if you were to buy
4 something at \$100 -- or short something at \$100 and
5 also buy some private investment with that same
6 company that may affect the stock price, you can
7 potentially -- this is what I understand people do;
8 I've never been involved in a transaction in --
9 whatsoever -- that if the private investment affects
10 the stock negatively, then the price of the stock
11 goes down from \$100, and then you buy it back and
12 you can make money here and you can make money here.

13 BY MS. CHAMPION:

14 Q. Okay. I understand now. So the private
15 investment here would be the interest in the
16 litigation itself, right, in this scenario?

17 A. Yes.

18 Q. And the public investment would be the
19 stock, the interest in the stock, whether it's a
20 short or otherwise?

21 A. It's something in the public markets.

22 Q. Right. And so how did you view, in this
23 scenario, the private investment affecting the stock
24 price?

25 MR. LIBBY: Objection. We're, once

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 47

1 again, way beyond where this order permits, Anne.

2 You're getting into her state of mind on
3 some language taken from a document when, in fact,
4 the court -- what the court clearly contemplates and
5 the order expressly states is the attempt to obtain
6 funding -- the attempt to obtain funding from
7 Elliott Management.

8 And at this point, I think we're --
9 we're not getting anywhere near that. And that's
10 what the court has ordered that she sit and testify
11 to.

12 MS. CHAMPION: Obviously I disagree with
13 you. This is about the terms they were seeking from
14 Elliott, proposing to Elliott, and obviously relates
15 to Elliott.

16 MR. LIBBY: Not at all. I disagree with
17 that. You're asking about her state of mind and
18 asking her to define and explain to you language
19 that has nothing to do with the actual attempt to
20 obtain funding from Elliott Management.

21 And for that reason, I'm going to
22 instruct her not to answer. I think you've gone far
23 enough on this.

24 MS. CHAMPION: I disagree. This whole
25 email chain is about approaching Elliott Management.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 48

1 MR. LIBBY: And you're asking her not
2 about the approach, but you're asking her to parse
3 specific language and give specific examples about
4 things that have nothing to do with the actual
5 attempt made.

6 MS. CHAMPION: That's incorrect.

7 MR. LIBBY: I think we just disagree.

8 MS. CHAMPION: This is a paragraph where
9 she's explaining to Mr. Donziger why she thinks it's
10 a good idea -- why you want someone like Elliott --

11 MR. LIBBY: Right.

12 MS. CHAMPION: -- because of this.
13 That's all I'm asking her about. I'm not going to
14 argue about this with you. If your instruction is
15 to the witness not to answer --

16 MR. LIBBY: It is.

17 MS. CHAMPION: -- make your instruction.

18 MR. LIBBY: I just did.

19 MS. CHAMPION: I think that's outrageous
20 and we'll have to recall her.

21 MR. LIBBY: I don't want to -- Listen,
22 I don't want to have -- this is why we had the
23 conversation before the deposition to avoid this
24 very thing. This is not pretext.

25 I mean, this is -- I don't want this to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 49

1 be pretext at all. We should be focusing on the
2 facts and circumstances of the attempt to obtain
3 financing of Elliott Management, the lead-in, the
4 actual meeting, and after the fact. And that's fine.

5 MS. CHAMPION: That's what this is.

6 MR. LIBBY: No. But you're asking her
7 for a lesson on investing, which is completely
8 different. And we disagree.

9 MS. CHAMPION: I am entitled to
10 understand her emails about this very topic about
11 the solicitation of Elliott Management. That's all.
12 That's all I'm asking about.

13 MR. LIBBY: The court has allowed this
14 kind of questioning to go into -- it's one exception
15 to paragraph 5 compliance-type discovery. It's the
16 one exception. Elliott Management and that's it.

17 This line of questioning has nothing to
18 do with it. So my instruction stands. And you
19 reserve your rights respectfully.

20 BY MS. CHAMPION:

21 Q. So why did you think you want someone like
22 Elliott who would be interested in this, "investment
23 is a hedge -- they can short Chevron, invest a ton
24 of money in the case, and make money on both ends --
25 everyone wins"? So why did you think you needed

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 50

1 someone like Elliott for that?

2 MR. LIBBY: Same objection and same
3 instruction. Let's move on.

4 MS. CHAMPION: Counsel, I just want to
5 say --

6 MR. LIBBY: Do you want to go off the
7 record? Do you want to go off the record?

8 MS. CHAMPION: Sure.

9 MR. LIBBY: Let's go off the record,
10 Bill.

11 Why don't you take a break.

12 THE WITNESS: Thank you.

13 THE VIDEO OPERATOR: The time is 10:54.
14 We're off the record.

15 (Recess at 10:55 a.m.,
16 resumed at 11:00 a.m.)

17 THE VIDEO OPERATOR: This is the
18 beginning of Media No. 2. We're back on the record.
19 The time is 11:00 o'clock.

20 MS. CHAMPION: Can the court reporter
21 read back the question, please.

22 (Record read as requested.)

23 MR. LIBBY: I'm going to reverse myself
24 on that last objection, allow the witness to answer
25 that one question. But this is the end of the line

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 51

1 of questioning on that.

2 Go ahead.

3 THE WITNESS: Because Elliott is a very
4 sophisticated investor.

5 BY MS. CHAMPION:

6 Q. Can you elaborate on that a little bit.
7 You thought it required a sophisticated investor?

8 A. Yes.

9 Q. And how did you think that the private
10 investment would affect the stock price?

11 A. I have no opinion on that. It could go --

12 Q. But you did have an opinion at this time,
13 right?

14 A. It could go up; it could go down. I do not
15 have the skills to determine that. A sophisticated
16 investor would.

17 Q. I see. But you did say they can short
18 Chevron. Which means that's a bet on the stock
19 going down, right?

20 A. Anybody could.

21 Q. So you did have a view on it at the time?

22 A. I had -- I know there are strategic things
23 that you can do because I work with people that have
24 done successfully at -- sophisticated things, and
25 you need sophisticated people in conversation.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 52

1 So Elliott fit that description.

2 Q. So did you, in fact, reach out to
3 Mr. Singer?

4 A. I did.

5 Q. And how did you reach out to him?

6 A. I sent him a Led Zeppelin book and a Led
7 Zeppelin miniature musical box that sings "Stairway
8 to Heaven," and I wrote a handwritten note.

9 Q. Why Led Zeppelin?

10 A. Because if I'm going to email or send
11 something to someone, I do some research to see what
12 they like.

13 Q. I see. And you understood that he was a
14 Led Zeppelin fan?

15 A. It was stated in something I read: he loved
16 Led Zeppelin.

17 Q. Got it, okay. And you sent him a -- did
18 you say a handwritten note?

19 A. Yes.

20 Q. Did you produce a copy of that note?

21 A. No.

22 Q. You don't have a copy of it?

23 A. No.

24 Q. Is it similar -- do you remember the --
25 I think you may have had a version of it in your

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 53

1 notes. I can pull those out later.

2 A. No, I did. I was trying to say, you know,
3 what would I say to Paul Singer.

4 Q. Understood. And do you remember if that
5 version was similar to what you actually sent?
6 I can show it to you if it's easier.

7 A. I don't recall.

8 MS. CHAMPION: I'll show it to you in a
9 little bit and we can go over it.

10 I'm going to introduce what I'm going to
11 mark as Sullivan Exhibit 2. This is a document that
12 you produced Bates labeled MKS-0000139 through 140.

13 (Sullivan Exhibit 2 was marked
14 for identification.)

15 MR. LIBBY: And while we're at it, may
16 we mark as 3 the June 19 order that I mentioned
17 previously to Kim?

18 MS. CHAMPION: Sure. Just for the
19 record, we're marking as Sullivan Exhibit 3,
20 Document 2027 from the Southern District case,
21 Chevron Corp. v. Steven Donziger, 11 Civ. 0691, an
22 order dated June 19, 2018.

23 (Sullivan Exhibit 3 was marked
24 for identification.)

25

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 54

1 BY MS. CHAMPION:

2 Q. So referring to Exhibit 2. So Donziger
3 says to you in his email dated October 19, 2017,
4 "Let me know next steps. Can't thank you enough."
5 And he also says -- there's an attachment to this
6 email, NDA.FDA.2017.doc.

7 Is that the NDA that was ultimately sent
8 to Elliott Management?

9 A. I'm not sure. Do not know.

10 Q. Did you have a hand in drafting the NDA?

11 A. No.

12 Q. Did you review it?

13 A. No.

14 Q. What was your understanding of the need for
15 it?

16 A. I understand an NDA is a confidentiality
17 document that I've seen in other cases, so it's just
18 to keep things private.

19 Q. And why was there a need for it here?

20 A. I'm not certain.

21 Q. So you said you "Will send the NDA along as
22 well" in your response to him.

23 Do you see that in the email above?

24 A. I do.

25 Q. Did you ultimately send it?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 55

1 A. To Paul Singer?

2 Q. Or to anyone at Elliott Management.

3 A. Sent it to Lee Grinberg and Jesse Cohn in
4 advance of the in-person meeting. And Natalie, I
5 think, as well, their assistant.

6 Q. So you tell him, "Asked him to give me some
7 dates to meet in New York City."

8 So I'm assuming you mean there that you
9 asked Mr. Singer to give you dates for a meeting;
10 is that right?

11 A. I did in my handwritten note, but I do not
12 believe that's what -- that's not what that
13 references.

14 Q. Oh, what's the reference?

15 A. Something different.

16 Q. Oh, okay. It says here -- so it's a
17 meeting with someone else? It doesn't refer to
18 Elliott Management, the dates -- "Asked him to give
19 me some dates to meet in New York City," that's not
20 the reference to the meeting with Elliott?

21 A. Correct.

22 Q. Who is it a reference to a meeting with?

23 MR. LIBBY: Objection.

24 Don't answer.

25 MS. CHAMPION: Can you just state the

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 56

1 basis for the objection?

2 MR. LIBBY: Yes. It's outside the
3 scope. And it's actually right in the wheelhouse of
4 paragraph 3. No further paragraph 5 compliance-type
5 discovery.

6 MS. CHAMPION: I just wanted the basis
7 for the objection on the record.

8 MR. LIBBY: Listen, Anne, that's what
9 I'm looking for here. And I prefer that you not
10 just casually ask questions which actually encroach
11 into that because that puts me on the spot, and I
12 don't want to hold this up anymore.

13 MS. CHAMPION: I understand.

14 BY MS. CHAMPION:

15 Q. So you go on to say here, "Ordered Led
16 Zeppelin book and sound thing/toy that plays
17 'Stairway to Heaven' to send to Paul Singer...asking
18 him for a meeting." And then you say, "They invest
19 in the case, short Chevron stock as you near
20 collection - they make money on both ends." So --
21 "plus he becomes part of the legend of corporate
22 accountability which is his whole shtick at Elliott.
23 Seems obvious," right?

24 Do you see that?

25 A. I do.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 57

1 Q. So was your understanding or belief at that
2 time that Chevron stock price would go down as you
3 near -- as they neared collection on the Ecuadorian
4 judgment? Am I understanding that correctly?

5 A. Anything is possible.

6 Q. But when you said, "They invest in the
7 case, short Chevron stock as you near collection -
8 they make money on both ends," the way they would
9 make money there is if, in fact, Chevron stock price
10 went down as they neared collection, right? I mean,
11 I'm just trying to understand --

12 A. As I explained before.

13 Q. Okay. So I'm correct? I'm characterizing
14 it correctly? I just want to make sure I understand
15 what your email means. That's all.

16 A. Yes. As I explained to you before, when
17 you short something and when you make a private
18 investment, and they're a hedge fund, and they
19 invest in public markets.

20 Q. And when you said, "he becomes part of the
21 legend of corporate accountability," how was that
22 relevant to this potential investment from Elliott?

23 A. Can you ask that again, please.

24 Q. When you say here, "plus he becomes part of
25 the legend of corporate accountability," how is that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 58

1 relevant to this potential investment from Elliott?

2 A. If they're activist investors, corporate
3 accountability is, I assume, a cornerstone -- a
4 pillar of what activist investors do. Corporate
5 accountability is a key piece of that.

6 Q. Yeah, I got that. But I'm just trying to
7 understand what the corporate accountability is
8 here. Which corporation being held accountable for
9 what?

10 A. Well, the only corporation would be Chevron.

11 Q. And being held accountable for what?

12 A. For cleaning up --

13 Q. Cleaning --

14 A. -- Ecuador.

15 Q. Sorry. I didn't mean to interrupt you.

16 A. Can you ask that again.

17 Q. Cleaning up what?

18 A. The oil pits.

19 Q. Did Mr. Singer respond?

20 A. No.

21 Q. But you continued to try to make contact
22 with Elliott; is that correct?

23 A. I saw it as a challenge.

24 Q. So when you say he didn't respond, did he
25 have anybody else at Elliott respond to you, to your

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 59

1 knowledge? Or you ultimately made contact in a
2 different way?

3 A. His assistant sent a note and said, Thank
4 you for the gift. Mr. Singer is busy.

5 Q. Got it, okay. And so then how did you try
6 to approach Elliott after that?

7 A. I was on my way to a meeting, and I -- it
8 popped in my head that I knew somebody that knew
9 somebody at Elliott and thought about asking, wasn't
10 sure if I was going to ask.

11 Q. And who was that person?

12 A. Jonathan Bush.

13 Q. And did you ask?

14 A. I -- Yes, I asked.

15 Q. And did you tell him what the purpose of it
16 was?

17 A. I -- Yes.

18 Q. And did he, in fact, put you in contact
19 with anyone at Elliott?

20 A. He did.

21 Q. Who?

22 A. Jesse Cohn.

23 Q. And did you have any further discussions
24 with Mr. Bush about the solicitation of Elliott
25 Management?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 60

1 A. Zero.

2 Q. Did you have any further discussions with
3 him about the Ecuadorian litigation?

4 A. Zero.

5 Q. Are you aware of any contacts between him
6 and Mr. Donziger regarding the Ecuadorian litigation?

7 A. I am not.

8 MS. CHAMPION: I appreciate you letting
9 me ask that. I know that it's outside, but I'm
10 actually trying to help --

11 MR. LIBBY: And I appreciate that too.
12 Without waiving my rights obviously down the road,
13 Anne --

14 MS. CHAMPION: Yes.

15 MR. LIBBY: -- I have every interest in
16 getting this done.

17 BY MS. CHAMPION:

18 Q. So just so we can close off the discussions
19 with Mr. Bush, do you know whether he had any
20 contacts with Mr. Donziger about this case, in your
21 knowledge?

22 A. Zero.

23 Q. With anybody else that you're aware of?

24 A. None.

25 Q. Did you give him any documents about the

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 61

1 case?

2 A. None.

3 Q. So Mr. Bush did make an introduction; he
4 introduced you to Jesse Cohn, I think you said?

5 A. Yes.

6 Q. And he did that by email; is that correct?

7 A. He did that by phone.

8 Q. Oh, he did it by phone. And then was there
9 a follow-up email?

10 A. After our meeting, he said, I'll connect
11 you two by email, and there was that -- a quick
12 intro email.

13 Q. Got it. And so he called Mr. Cohn while
14 you were standing right there?

15 A. Yes.

16 Q. Got it, okay. And do you remember
17 approximately what he said?

18 A. There's some Ecuadorian -- Katie who runs
19 my family office and, you know, it's like the
20 Argentinian case that you told me about with seizing
21 ships in the middle of the ocean. And then he sent
22 email.

23 Q. Got it. How long was the call; do you
24 remember?

25 A. I do not remember. Quick.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 62

1 Q. Were there any other topics discussed?

2 A. No.

3 Q. So you think it was a minute, two minutes
4 max?

5 A. Yes.

6 Q. And so you did, in fact -- what was your
7 understanding of Mr. Cohn's role at Elliott?

8 A. He was a partner who is responsible for the
9 investment -- buying shares of athenahealth.

10 Q. And athenahealth is Mr. Bush's company?

11 A. It is a public company that he founded.

12 Q. Got it. Understood. And so basically
13 that's how -- it's your understanding that's how
14 Jonathan Bush knew him?

15 A. Correct.

16 Q. And so did you then schedule a meeting with
17 Elliott Management?

18 A. Yes.

19 Q. And was that through Mr. Cohn?

20 A. That was through Natalie, his assistant.

21 Q. Understood. And did you have communications
22 with Mr. Cohn prior to the meeting that you
23 ultimately had?

24 A. If I did, you have copies of them.

25 Q. Just emails?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 63

1 A. Just emails.

2 Q. No phone calls?

3 A. None.

4 Q. And how about Mr. Grinberg? Did you have
5 any communications with him prior to the meeting?

6 A. None.

7 Q. Except what's in an email, if there is any?

8 A. Correct.

9 Q. Did you have any communications with anyone
10 else at Elliott Management before that meeting?

11 A. No.

12 Q. And the meeting was ultimately scheduled;
13 is that correct?

14 A. It was.

15 Q. For November 6, 2017?

16 A. Whatever that Monday was. I was actually
17 driving to New York, so it was that -- on Friday.
18 And the meeting was on Friday -- the meeting was
19 scheduled on Friday afternoon, and it happened on
20 that Monday, whatever that date was.

21 Q. Got it, okay. And you were pretty excited
22 about this meeting; is that accurate?

23 A. I was excited I got it to happen.

24 Q. Why was the meeting moved from Friday to
25 Monday?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 64

1 A. It wasn't.

2 Q. Oh. I was confused. You're saying -- I
3 guess you went to New York on a Friday or something?

4 A. I was driving to New York on a Friday after
5 my meeting Friday morning with the call that
6 Jonathan made with Jesse.

7 Q. Got it.

8 A. Driving to New York for -- it was marathon
9 weekend -- with my family. And the meeting was
10 scheduled for Monday at 4:00 o'clock.

11 Q. I see. So did you run the marathon that
12 weekend?

13 A. I did not run that marathon.

14 MS. CHAMPION: Oh, man.

15 (Discussion off the record.)

16 BY MS. CHAMPION:

17 Q. So did you tell Mr. Donziger about the
18 meeting getting scheduled?

19 A. Yes.

20 Q. Do you remember how you told him?

21 A. By phone or --

22 MS. CHAMPION: Okay. I'm going to hand
23 you what's been marked as Sullivan Exhibit 4. It's
24 a document, an email chain you produced with the
25 Bates label MKS-129 --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 65

1 Are you sure this is . . .

2 I'm just going to fix this. I'm going
3 to cross this out because it's actually a different
4 document. It's actually Bates 130 through 34.

5 (Discussion off the record.)

6 MR. LIBBY: So we just did some
7 housekeeping there, Anne; is that it? We just put
8 these in order?

9 MS. CHAMPION: Yes, I apologize. These
10 were copied double-sided. So to be clear, page 129
11 is not part of the same email chain.

12 MR. LIBBY: Okay. So we cross that out?

13 MS. CHAMPION: Yes. I crossed it out on
14 the copy I marked.

15 MR. LIBBY: And this is 4?

16 MS. CHAMPION: Yes. Exhibit 4.

17 (Sullivan Exhibit 4 was marked
18 for identification.)

19 BY MS. CHAMPION:

20 Q. So I see an email here from Natalie
21 Underwood. She was the person you testified was
22 Jesse's assistant; is that right?

23 A. I assume she is.

24 Q. So she schedules this meeting at 4:00 p.m.
25 at Elliott's offices, right?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 66

1 A. Correct.

2 Q. And you forward this to Mr. Donziger and
3 say, "This is so awesome. You must join."

4 You wanted him to come to the meeting?
5 Is that what you meant by that email?

6 A. Yes.

7 Q. So did you see Mr. Donziger that weekend in
8 New York before the meeting or on Monday before the
9 meeting?

10 A. Yes.

11 Q. When did you see him?

12 A. We had -- my family -- I was there with my
13 entire family, and we had dinner Saturday evening
14 with his wife and his son. And then on Sunday
15 evening, I got together at -- for dinner at a
16 restaurant. Those two times.

17 Q. On Sunday?

18 A. Correct.

19 Q. And did you talk about the Elliott meeting
20 at those dinners?

21 A. At the Sunday dinner only.

22 Q. And what do you remember talking about?
23 Just were you planning for the meeting, figuring out
24 what you were going to say? What were you talking
25 about?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 67

1 A. It was just a, There's a meeting happening,
2 and let's just make sure everyone's on -- in sync
3 conversation.

4 Q. What did you do to prepare for the meeting?

5 A. I researched Jesse Cohn. I couldn't find
6 much on Lee Grinberg. And that was pretty much it.

7 Q. So you researched the two people you
8 understood you'd be meeting with?

9 A. Correct.

10 Q. For what purpose?

11 A. That's what I do if I meet somebody. I try
12 to understand who they are in advance.

13 Q. I don't mean to ask you things that are
14 obvious, but I just need to hear it from you and not
15 just in my own brain.

16 You research them because you think it
17 will be -- make it more likely that you'll be
18 successful -- I mean, in whatever you're requesting
19 from them? I mean, what's the purpose of doing the
20 research?

21 A. I like to be prepared. If I'm meeting
22 someone face to face, I like to know a little bit of
23 background so I have more information than just
24 walking in blindly.

25 MS. CHAMPION: And I'm going to hand you

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 68

1 what's been marked as Sullivan Exhibit 5.

2 I'll just give her my copy because my
3 copy doesn't have this issue. Give him . . .

4 (Sullivan Exhibit 5 was marked
5 for identification.)

6 BY MS. CHAMPION:

7 Q. So I'm handing the witness what's been
8 marked as Sullivan Exhibit 5. It's an email with an
9 attachment Bates numbered MKS-0000022 through 27.

10 Do you remember sending this email?

11 A. It's in front of me, so I sent it. I don't
12 remember specifically, but yeah.

13 Q. When you described Mr. Donziger as "the
14 architect of successfully winning the judgment,"
15 what did you mean by that?

16 A. That he was the lead person in winning the
17 judgment in Ecuador -- in the Ecuadorian courts.

18 Q. Do you know whether the LAPs also had
19 Ecuadorian counsel in the Ecuadorian courts?

20 A. I have no idea what you're asking.

21 Q. Was it your understanding that Mr. Donziger
22 represented the Ecuadorian plaintiffs in the
23 Ecuadorian court?

24 A. Can you ask that again.

25 Q. Sure. Was it your understanding that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 69

1 Mr. Donziger represented the Ecuadorian plaintiffs
2 in the Ecuadorian court?

3 A. I do not -- I don't know.

4 Q. Do you know Pablo Fajardo? Have you ever
5 met him?

6 A. No.

7 Q. Have you ever met any of the Ecuadorian
8 lawyers that are involved in this case?

9 A. I have.

10 Q. Who?

11 A. I've met Agustin -- that's his first
12 name -- Salazar and Patricio Salazar.

13 Q. Anybody else?

14 A. No.

15 Q. So did you let anybody else know about the
16 meeting with Elliott before it happened?

17 A. I did.

18 Q. Who?

19 A. There was an email for -- with folks that
20 went to the Ecuador trip September of -- no. I
21 think it was September of '17.

22 MS. CHAMPION: I'm going to hand you
23 what I will mark as Sullivan Exhibit 6. It's a
24 document marked Bates No. MKS-0000037.

25

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 70

1 (Sullivan Exhibit 6 was marked
2 for identification.)

3 MR. LIBBY: Is this another one with a
4 scratch through it?

5 MS. CHAMPION: Yes.

6 MR. LIBBY: Which one should we scratch?

7 MS. CHAMPION: You should scratch out
8 38. The copy the witness has does not have that.
9 It's only the copy you have. The one I gave you is
10 double-sided. The one she has I don't think is
11 double-sided.

12 MR. LIBBY: So 38 scratch?

13 MS. CHAMPION: Yes.

14 MR. LIBBY: And this is 6?

15 MS. CHAMPION: Yes.

16 BY MS. CHAMPION:

17 Q. So can you tell me what motivated this
18 email?

19 A. I asked on Sunday evening, Would you like
20 me to share this meeting with the folks that went on
21 the Ecuador trip? And I was -- I was instructed to
22 do that.

23 Q. By who?

24 A. Steven.

25 Q. Got it, okay. And so all these people were

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 71

1 on that trip with you?

2 A. It was an email chain that was -- that I
3 just went from a prior email.

4 Q. Understood. Do you remember if all these
5 people were actually on the trip or not?

6 A. Yes, they were on the trip.

7 MS. CHAMPION: So I'm just going to go
8 through some of the responses to this email --
9 I'm going to hand you what I will mark Sullivan
10 Exhibit 7. This is a document Bates numbered
11 MKS-000110 through 112.

12 (Sullivan Exhibit 7 was marked
13 for identification.)

14 MS. CHAMPION: Again, I apologize that
15 the copy I'm going to hand counsel has -- you should
16 X out that second page again. But the copy in the
17 record is clean.

18 BY MS. CHAMPION:

19 Q. This is an email chain with the Bates
20 number MKS-0000110 through 112 and this is a
21 response to your email from Karen Hinton.

22 What was your understanding of Karen
23 Hinton's role in the case?

24 A. She's a PR person.

25 Q. And she says here, "Make sure they know

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 72

1 about the hardships Chevron has created for the
2 Ecuadorians, including the fraud allegations before
3 Kaplan."

4 What did you understand her to mean by
5 "the hardships Chevron has created for the
6 Ecuadorians"?

7 MR. LIBBY: What was your question again?

8 MS. CHAMPION: What did she understand
9 Ms. Hinton to mean about the hardships Chevron has
10 created for the Ecuadorians that she needed to
11 inform Elliott Management about.

12 MR. LIBBY: If you know.

13 THE WITNESS: I don't know.

14 BY MS. CHAMPION:

15 Q. And "including the fraud allegations before
16 Kaplan," did you understand what she meant by that?

17 A. No. It would be RICO. I would see that as
18 RICO.

19 Q. Where she says, "If we don't address them
20 directly, they will get information about it, and
21 the false allegations can probably" -- "possibly
22 move them away."

23 Do you see that?

24 A. I see that.

25 Q. What do you think she meant by that?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 73

1 MR. LIBBY: Same objection.

2 THE WITNESS: I don't know.

3 BY MS. CHAMPION:

4 Q. Why would the false allegations move them
5 away?

6 MR. LIBBY: Same objection.

7 THE WITNESS: I don't know. Just -- not
8 my words.

9 BY MS. CHAMPION:

10 Q. But you understood that the RICO judgment
11 would probably come up in any meeting with Elliott,
12 right?

13 A. Correct.

14 Q. And you were prepared for that to come up?

15 A. I knew it would come up.

16 Q. So how did you prepare to -- how did you
17 prepare to address it?

18 A. I didn't prepare.

19 Q. Not to be cute, but you were just saying
20 about how you like to be prepared. So you just
21 didn't prepare for that to come up at all even
22 though you knew it would come up?

23 A. Yeah. I didn't -- I prepared to know the
24 people that I would be speaking with, but I did
25 not -- I did not envision this meeting, me saying

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 74

1 anything other than this meeting happened, and I did
2 not -- yeah. No, I was not going to be speaking
3 about any specifics.

4 Q. So who did you expect to address the RICO
5 judgment at the meeting?

6 A. Steven.

7 Q. Steven. And then there was some further
8 emails on this chain where people were talking about
9 deleting the chain.

10 Do you know why they felt that they had
11 to delete the chain?

12 A. Just they wanted to keep it confidential.

13 Q. Why?

14 MR. LIBBY: Objection. You know,
15 competency, foundation.

16 THE WITNESS: I don't know. I wouldn't
17 have sent it.

18 BY MS. CHAMPION:

19 Q. You wouldn't have sent what?

20 A. I wouldn't have sent the email if I -- if
21 it was something that I thought needed to be
22 confidential. So this was other people's opinions.

23 Q. And what's your understanding of why they
24 thought that the email would not remain confidential?
25 I mean, if none of them were going to hand it out,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 75

1 how would it get out?

2 MR. LIBBY: Same objection.

3 THE WITNESS: Your guess is as good as
4 mine.

5 BY MS. CHAMPION:

6 Q. You have no guess at all?

7 A. I have no guess. No.

8 Q. So did you delete the emails?

9 A. The emails that you have came from me.

10 Q. I understand that. But sometimes we can
11 recover deleted emails. I'm just asking you --

12 A. I thought I might have. But there was a
13 lot of emails that were coming back and forth.
14 I don't operate in a world of having to delete my
15 emails.

16 Q. Understand. So you think you may have
17 deleted some of the emails?

18 A. I may have deleted some.

19 Q. Do you know which ones?

20 A. No.

21 Q. Do you know whether you've deleted other
22 emails related to your involvement in the Ecuadorian
23 litigation?

24 A. No, I have not.

25 MR. LIBBY: Objection to form.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 76

1 BY MS. CHAMPION:

2 Q. Do you know whether the document -- the
3 emails that were produced here that talk about this
4 were found in your trash folder or anyplace else
5 besides your inbox and your outbox?

6 A. I don't know.

7 MS. CHAMPION: I will mark as Exhibit 8
8 an email chain labeled MKS-0000105 through 06.

9 (Sullivan Exhibit 8 was marked
10 for identification.)

11 BY MS. CHAMPION:

12 Q. So this is an email responding to your
13 email from Rex Weyler, correct?

14 A. Correct.

15 Q. And he says, "I'm convinced that we can win
16 this collection case in Canada as long as the legal
17 team has the resources to keep pushing through all
18 the obstacles thrown up by Chevron and their
19 lawyers," right?

20 A. That's what it says.

21 Q. So was it your understanding that you might
22 be able to get Elliott to provide financial resources
23 for the Canadian collection action that he refers to?

24 A. Correct.

25 Q. And Mr. Weyler also says, "Likewise, I'll

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 77

1 delete everything and will not forward any of this
2 information."

3 Do you see that?

4 A. I do.

5 Q. Do you know whether he, in fact, deleted it?

6 A. I do not.

7 Q. Did you delete this email?

8 A. No.

9 MS. CHAMPION: I will mark as Sullivan
10 Exhibit 9 a document Bates stamped MKS-0000090
11 through 94. I'm giving you the good copy.

12 Yours might have an extra page on the
13 back -- on the back of the first page.

14 (Sullivan Exhibit 9 was marked
15 for identification.)

16 BY MS. CHAMPION:

17 Q. So just starting at the bottom, you've got
18 your email at the bottom, you see that on page 93?

19 A. Yes.

20 Q. So I'm going to work my way up the chain;
21 that's why I'm starting at the bottom. So then on
22 top of that, there is an email from lfontaine that
23 says, "Best wishes."

24 Do you see that?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 78

1 Q. Who is lfontaine?

2 A. Phil Fontaine.

3 Q. And who is he?

4 A. He's a former two-time grand national chief
5 of the AFN in Canada.

6 Q. And "AFN," do you know what that stands
7 for?

8 A. Don't remember.

9 Q. Is it your understanding that it's like an
10 indigenous group of --

11 A. It's an indigenous group of all the
12 different tribes.

13 Q. Yes, I think it might be First Nations?

14 A. First Nations, yes.

15 Q. But I don't know what the A stands for
16 either.

17 And who is Ed John -- just working along
18 the chain of email addresses here, who is
19 edjohn@fns.bc.ca?

20 A. Ed John is a chief in Canada.

21 Q. And, again, by "chief," you mean chief of
22 an indigenous tribe?

23 A. First Nations group.

24 Q. Got it. And John Phillips?

25 MR. LIBBY: Objection. I want to make

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 79

1 sure we're clear we stay within the bounds of the
2 court's June 19 order, Exhibit 3 here, that it
3 doesn't stray into paragraph 3-type information,
4 okay?

5 MS. CHAMPION: I understand. I'm just
6 trying to understand --

7 MR. LIBBY: Oh, I understand. But I
8 don't know -- I want to make sure that the witness
9 understands this has nothing to do with paragraph 5
10 compliance discovery. If your answer does, then I'm
11 going to instruct you not to answer. But go ahead.

12 BY MS. CHAMPION:

13 Q. John Phillips, who's that?

14 A. He's a Canadian attorney.

15 Q. And was it your understanding he represented
16 someone in the Canadian collection action?

17 A. He's an attorney from Canada. I don't --
18 I don't know his -- don't know his role.

19 Q. And Peter Grant?

20 A. Attorney in Canada.

21 Q. Do you know what his role was -- is?

22 A. No.

23 Q. How about Ian Watson?

24 A. He's -- I don't know. I just met him on
25 this trip.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 80

1 Q. Is he an attorney? What is he?

2 A. I don't -- he's not an attorney. I think
3 he's just a businessperson.

4 Q. In the United States? In Canada? Do you
5 know where?

6 A. I think he has a place in Canada. I did
7 not -- I don't -- I did not converse with him.
8 I do not know.

9 Q. Do you know whether he or anyone else on
10 this email chain has invested money in the Lago
11 Agrio litigation that has resulted in any payments
12 to Mr. Donziger?

13 MR. LIBBY: Objection.

14 Instruct you not to answer.

15 MS. CHAMPION: That's squarely within
16 (c), squarely.

17 MR. LIBBY: It's completely in the
18 wheelhouse of paragraph 3.

19 MS. CHAMPION: It's (c). I will
20 rephrase the question quoting that. Give it to me.

21 MR. LIBBY: No, I have it. I have it.
22 "Any payments to Donziger, past or anticipated, out
23 of proceeds of financing granted in whole or in part
24 in exchange for any portion of any future
25 collections." "Any payments to Donziger."

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 81

1 MS. CHAMPION: That's what I asked
2 about.

3 MR. LIBBY: Okay.

4 MS. CHAMPION: I asked -- my question
5 was -- let me go back to the question --

6 MR. LIBBY: Right.

7 BY MS. CHAMPION:

8 Q. Do you know whether he or anyone else on
9 this email chain has invested money in the Lago
10 Agrio litigation that has resulted in any payments
11 to Mr. Donziger?

12 MR. LIBBY: Fair enough, okay.

13 Go ahead, if you know.

14 THE WITNESS: Can you ask it one more
15 time.

16 BY MS. CHAMPION:

17 Q. Sure. Do you know whether Ian Watson or
18 anyone else on this email chain has invested money
19 in the Lago Agrio litigation that has resulted in
20 any payments to Mr. Donziger?

21 A. I'm not --

22 MR. LIBBY: Do you understand the
23 question?

24 THE WITNESS: Yeah. I don't know.
25 I'm not certain.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 82

1 BY MS. CHAMPION:

2 Q. And do you know whether Mr. Watson or
3 anyone else on this email chain has invested money
4 in the Lago Agrio litigation that is intended to
5 result in some payment to Mr. Donziger in the
6 future?

7 A. I do not know.

8 Q. Do you know whether anyone -- Mr. Watson or
9 anyone else on this email chain controls any vehicle
10 that has made an investment in the Lago Agrio
11 litigation that has resulted in any payments to
12 Mr. Donziger?

13 A. I'm not aware.

14 Q. Do you know whether Mr. Watson or anyone
15 else on this email chain has invested money --
16 Strike that.

17 Do you know whether Mr. Watson or anyone
18 else on this email chain controls any vehicle that
19 has invested in the Lago Agrio litigation that is
20 intended to result in any payment to Mr. Donziger in
21 the future?

22 A. Can you ask that again, please.

23 Q. Sure. I think I can probably phrase it a
24 little better. I think that was a little sloppy.

25 Do you know whether Mr. Watson or anyone

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 83

1 else on this email chain controls any vehicle that
2 has made an investment in the Lago Agrio litigation
3 that is intended to result in any payment to
4 Mr. Donziger in the future?

5 A. I'm not.

6 Q. Just to be clear, there's a lot of
7 documents in your production that show payments to
8 Mr. Donziger. Are you aware of whether any of those
9 payments came out of funds that were invested in the
10 Lago Agrio litigation?

11 MR. LIBBY: Hang on a second. That's
12 really broad, Anne. I'm interested in moving along
13 too. So do you want to restate that for me.

14 BY MS. CHAMPION:

15 Q. There's a lot of documents in your
16 production that show payments to Mr. Donziger. Are
17 you aware of at least some of those payments?

18 MR. LIBBY: What kind of payments are we
19 talking about?

20 MS. CHAMPION: Well, she produced
21 documents that show \$25,000 transfers, \$100,000
22 transfers to Mr. Donziger.

23 MR. LIBBY: Oh, okay, those type of
24 documents.

25 THE WITNESS: I know of --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 84

1 MR. LIBBY: Wait for the question.

2 BY MS. CHAMPION:

3 Q. Just tell me what you were going to say.
4 You're aware that --

5 A. What was the question again?

6 MR. LIBBY: I --

7 BY MS. CHAMPION:

8 Q. What payments to Mr. Donziger are you aware
9 of?

10 MR. LIBBY: No, that ain't going to make
11 it.

12 MS. CHAMPION: Yes, it is. Assets,
13 liabilities, and financial.

14 MR. LIBBY: Oh, no. It has to track (c)
15 very specifically.

16 MS. CHAMPION: I'm talking about (b).

17 MR. LIBBY: "Assets, liabilities, and
18 financial situation"?

19 MS. CHAMPION: Yes. "Are you aware of
20 payments to Mr. Donziger?" It's just a simple
21 question.

22 MR. LIBBY: If she's aware of assets,
23 liabilities, and financial situations.

24 MS. CHAMPION: I'm not asking her about
25 the source yet. I'm asking her if she's aware of

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 85

1 payments -- monies that Mr. Donziger has received.
2 That's obviously within the scope of (b).

3 MR. LIBBY: And I think you went on to
4 say -- and my concern is, I'm sort of the gatekeeper
5 on paragraph 3. We all should be careful about
6 that. Paragraph 5 compliance discovery is out of
7 this deposition. So tell me how that is out of this
8 deposition -- how does it reconcile. I want to
9 be . . .

10 MS. CHAMPION: I'm not talking about
11 paragraph 5 at all. I'm asking about Mr. Donziger's
12 assets.

13 MR. LIBBY: Oh, no. But I am asking
14 about 5 because the court has said that that's out.
15 So how does that square with your question about
16 assets, liability, and financial situation?
17 Because I think what you said was payments to
18 Mr. Donziger -- what?

19 MS. CHAMPION: No. I'm just asking, is
20 she aware of payments/monies received by
21 Mr. Donziger. That's all. Monies sent to him.
22 Monies received by him. Payments made to him.

23 MR. LIBBY: Okay. All right --

24 MS. CHAMPION: It's very simple.

25 MR. LIBBY: -- on that.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 86

1 BY MS. CHAMPION:

2 Q. Are you aware of payments made to
3 Mr. Donziger?

4 A. Yes.

5 Q. What payments are you aware of?

6 A. \$25,000, \$25,000, and \$75,000.

7 Q. And when were those payments made, to your
8 recollection?

9 A. Sometime between January, February, and --
10 I don't know -- maybe the beginning of March.
11 There's --

12 Q. 2018?

13 A. Only 2018.

14 Q. And do you know whether those payments were
15 made out of the proceeds of financing granted in
16 whole or in part in exchange for any portion of any
17 future collections on the Ecuadorian judgment?

18 MR. LIBBY: Hang on a second. Okay.
19 That question.

20 THE WITNESS: Can you restate it, please.

21 BY MS. CHAMPION:

22 Q. Sure. Do you know whether those payments
23 were made out of the proceeds of financing granted
24 in whole or in part in exchange for any portion of
25 any future collections on the Ecuadorian judgment?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 87

1 MR. LIBBY: You may answer.

2 THE WITNESS: Yes.

3 BY MS. CHAMPION:

4 Q. What were those proceeds?

5 MR. LIBBY: Now I'm going to have to
6 object on -- just I don't understand the question.
7 What were the proceeds? What was the amount or . . .

8 MS. CHAMPION: What was the source of
9 the money?

10 MR. LIBBY: When you say "source," we've
11 got to be careful here. The paying entity? The
12 payor entity?

13 MS. CHAMPION: Sure.

14 MR. LIBBY: Okay. Yes.

15 THE WITNESS: CWP Associates' bank
16 account at Bank of America.

17 BY MS. CHAMPION:

18 Q. What is CWP Associates?

19 A. It is a d/b/a under the umbrella of
20 Streamline Family Office as just a passthrough.

21 Q. Was it created for this case?

22 MR. LIBBY: Objection to form.

23 Go ahead, if you know.

24 THE WITNESS: It was created to help
25 manage expenses.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 88

1 BY MS. CHAMPION:

2 Q. For this case? For the Ecuadorian
3 litigation?

4 A. Yes. It's completely -- Yes.

5 Q. When?

6 A. I think in -- end of December of '17.

7 Q. Why was it created at the end of December?

8 A. For the anticipation of receiving monies.

9 Q. You anticipated receiving money at the end
10 of December?

11 A. There was a -- Yeah. Yes.

12 Q. And some of that money was used to pay
13 Mr. Donziger?

14 A. Correct.

15 Q. And what was the source of that money?

16 MR. LIBBY: That's over the line.

17 MS. CHAMPION: Why? It falls squarely
18 within (c).

19 MR. LIBBY: No, it doesn't. It says
20 payments made. And that's why I asked you, which
21 entity was the paying, and you said yes. And now
22 you're asking the source. And that's paragraph 5
23 compliance.

24 MS. CHAMPION: I don't think it is
25 because it relates to payments made to Donziger.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 89

1 MR. LIBBY: I understand. And you got
2 that. And you got that. And then you got the
3 payment source -- rather, the payment paying entity
4 was CWP Associates.

5 THE WITNESS: CWP.

6 MR. LIBBY: And anything beyond that is
7 beyond the line.

8 MS. CHAMPION: Well, I disagree with
9 that, but we've noted that.

10 MR. LIBBY: Right.

11 BY MS. CHAMPION:

12 Q. Do you know what the terms of that
13 investment -- those -- was it one investment or many
14 investments?

15 MR. LIBBY: Excuse me. No. That's
16 still paragraph 5 compliance discovery, Anne.

17 MS. CHAMPION: I'm trying to get at how
18 the financing relates to the proceeds of the
19 Ecuadorian judgment. I'm trying to understand the
20 relationship between the financing provided and the
21 proceeds of the Ecuadorian judgment.

22 Was it just a straight, We'll give you
23 \$200,000 and you're buying 1 percent of the
24 judgment? I mean, what was the relationship between
25 the financing and the proceeds of future collections

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 90

1 of the Ecuadorian judgment?

2 MR. LIBBY: Are you talking about the
3 three payments that she mentioned here?

4 MS. CHAMPION: Yes. The funds paid to
5 Mr. Donziger that are out of proceeds of financing.

6 MR. LIBBY: Right.

7 MS. CHAMPION: I'm trying to understand
8 the terms of that financing, whether it was a
9 straight percentage interest or what it was.

10 MR. LIBBY: No, I don't see that.
11 That's -- No. It says, "any payments to Donziger,
12 past or anticipated, out of proceeds." You got
13 that. You got the amounts, and you got the entity
14 that was paying it.

15 MS. CHAMPION: What I'm trying to
16 understand is, was the full amount of the payments
17 made to Mr. Donziger out of proceeds of financing
18 granted in whole or in part in exchange for any
19 portion of any future collections, or was it only
20 part?

21 Do you understand what I'm saying?
22 Maybe some of the money was a loan and some was an
23 investment in the proceeds. Was 100 percent of the
24 money paid to Mr. Donziger the result of a financing
25 granted in whole or in part in exchange for future

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 91

1 collections on the Ecuadorian judgment, or was some
2 of it a loan and some of it was an interest in
3 proceeds?

4 Do you understand what I'm saying? You
5 probably have cleaner language than I do to describe
6 it. I'm trying to figure out how much of these
7 payments fall within paragraph (c).

8 MR. LIBBY: Fall within paragraph (b)?

9 MS. CHAMPION: (c).

10 MR. LIBBY: (c). Yes, and I am too.
11 I'm tracking your language, trying to understand --
12 make sure that it's not straying into paragraph 3-
13 type territory. And you want to know if those
14 payments were result of loans or actual monies paid?

15 MS. CHAMPION: Financing granted in
16 exchange for any portion of any future collections
17 on the Ecuadorian judgment.

18 MR. LIBBY: And your question was?

19 MS. CHAMPION: Did 100 percent of the
20 money -- the payments she identified, the \$25,000,
21 the \$25,000, and the \$75,000 -- did 100 percent of
22 that money come out of financing provided in
23 exchange for a percentage --

24 MR. LIBBY: Okay, I got it.

25 Go ahead.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 92

1 BY MS. CHAMPION:

2 Q. -- of future collections in the Ecuadorian
3 judgment?

4 MR. LIBBY: You may answer.

5 THE WITNESS: That is my understanding.

6 BY MS. CHAMPION:

7 Q. But you won't tell me the source of that
8 financing?

9 MR. LIBBY: Oh, no. I've instructed her
10 not to give you that source.

11 MS. CHAMPION: I understand.

12 BY MS. CHAMPION:

13 Q. And you won't tell me whether there were
14 multiple investors or just one?

15 MR. LIBBY: Same. Same objection, same
16 instruction. Anne, I'm listening very carefully and
17 sitting back --

18 MS. CHAMPION: I understand.

19 MR. LIBBY: -- very sensitive to the
20 effective reach of paragraph 3. So --

21 MS. CHAMPION: I understand. I think we
22 have -- we have disagreements, but I think it's
23 going fine. Frankly, I didn't intend to get into
24 that now, but I think it shortcut a lot of things.
25 So hopefully the second half will be fast.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 93

1 MR. LIBBY: How are we doing for lunch?

2 Is it time for lunch?

3 (Discussion off the record.)

4 MS. CHAMPION: Why don't you let me
5 finish going through this email chain and then we
6 can break if you're ready.

7 BY MS. CHAMPION:

8 Q. Let's go back to Exhibit -- was this
9 Exhibit 8 or 9?

10 A. 9.

11 Q. I just want to go back through the bottom
12 there where we were going through the recipients.
13 So you told me what you knew about Mr. Watson.

14 What about Victoria Watson?

15 MR. LIBBY: Recall my instruction to
16 you, my admonition to you, that no answer should
17 stray into paragraph 3 of the order with respect to
18 paragraph 5, compliance discovery, if you understand
19 what I just said.

20 THE WITNESS: Yes.

21 MR. LIBBY: Thank you.

22 THE WITNESS: She is the wife of Ian
23 Watson.

24 BY MS. CHAMPION:

25 Q. And what did you understand her role in the

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 94

1 case to be?

2 A. I don't -- she -- no formal role.

3 I don't -- I'm not aware of one.

4 Q. And what about Mr. Weyler, Rex Weyler?

5 A. He is the founder of Greenpeace, one of the
6 founders of Greenpeace.

7 Q. And what was his role in the case?

8 A. Just -- I'm not 100 percent certain.

9 Q. And how about Lisa Gibbons?

10 A. Rex's partner/spouse.

11 Q. Did she have any role in the case that
12 you're aware of?

13 A. No.

14 Q. And lbmiller104, who is that?

15 A. That's Laura Miller.

16 Q. Who is she?

17 A. Steven's wife.

18 Q. Did she have any role in the case that
19 you're aware of?

20 A. No.

21 Q. And how about Luis Yanza?

22 A. He is an Ecuadorian, and I believe he's
23 part of the FDA. He doesn't speak English.

24 Q. What's your understanding of what the FDA
25 is?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 95

1 A. It's the organized Ecuadorian peoples.

2 Q. What's your understanding of its
3 relationship to the case?

4 A. That it's -- the cleanup is for their
5 benefit.

6 Q. And how about aaron@forumnobis.org?

7 A. He's an attorney.

8 Q. What's your understanding of his role?

9 A. He works on the case.

10 Q. You mean he works on the Canadian
11 collection action? What case is he working on?

12 A. He's works on the overall -- whatever they
13 do legally. He's a lawyer.

14 Q. Aside from the Canadian collection action,
15 do you have any sense of what active proceedings
16 there might be?

17 A. No.

18 Q. Are you aware of other collection actions?

19 A. No.

20 Q. How about Karen Hinton -- well, Karen
21 Hinton we talked about earlier. You understood her
22 to be a PR person?

23 A. Correct.

24 Q. How about Howard Glaser?

25 A. Karen's spouse.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 96

1 Q. Did he have any role in the case?

2 A. Not that I'm aware of.

3 Q. How about juanaulestia01@gmail.com? Who's
4 that?

5 A. He's an Ecuadorian. I think he's been
6 working with the Ecuadorian peoples in Ecuador for a
7 long time.

8 Q. Do you understand if he had a role on the
9 case?

10 A. No, I'm not sure what it is.

11 Q. How about Lupita de Heredia, the next name
12 after Juan Aulestia? Do you know her?

13 A. I met her and she is some PR -- I did not
14 speak to her. If anything, just briefly and
15 cordially.

16 Q. And Cristina Muñoz, who is that?

17 A. I believe she's an Ecuadorian, and similar.
18 She's --

19 Q. Similar to Lupita --

20 A. Similar in that I don't really know.
21 I think she was helping coordinate some things for
22 this visit in Ecuador.

23 Q. But did you understand her to be a PR
24 person or you're not sure?

25 A. I'm not sure.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 97

1 Q. And how about -- you had identified
2 Patricio Salazar and Agustin Salazar to me earlier
3 as Ecuadorian lawyers that you had met for the
4 Ecuadorian plaintiffs?

5 A. Correct.

6 Q. And are these the gentlemen that are copied
7 here --

8 A. Correct.

9 Q. -- patriciosalazarcordova@gmail.com and
10 Agustin?

11 A. Correct.

12 Q. And -- Okay. And you understood them to be
13 lawyers for the Ecuadorian plaintiffs, correct?

14 A. They're Ecuadorians in Ecuador. Yes,
15 that's how I understood it.

16 Q. Did you understand what proceeding, if any,
17 they were acting in?

18 A. Zero.

19 Q. Do you know who represents the Ecuadorian
20 plaintiffs in the Canadian collection action?

21 A. I believe it's Alan Lenczner.

22 Q. Did you ever talk to him?

23 A. No.

24 Q. So scrolling up to the email that's on
25 page 92 from Mr. Donziger where he says, "Friends,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 98

1 Please keep this information that Katie sent
2 strictly confidential. As with most institutional
3 investors, this is a heavy lift with a very
4 uncertain outcome. If this information goes beyond
5 our tight circle, it likely will be counterproductive
6 in terms of our objectives."

7 Do you know what he meant by it would be
8 counterproductive?

9 A. No. These are his words.

10 Q. Do you know whether he discussed this
11 potential investment with the Ecuadorian plaintiffs?

12 A. I'm not aware.

13 Q. Do you know whether he discussed it with
14 anyone outside of this email chain?

15 A. I am not aware.

16 Q. And then do you know why he asked everybody
17 to keep the information strictly confidential?

18 A. I am not aware.

19 Q. So scrolling up to the email from Peter
20 Grant that appears on page 91 where he says, "I give
21 you very best wishes on this and will now delete all
22 emails relating to this. I recommend others do as
23 well after what I saw the opposition acquired."

24 Do you know what he's referring to
25 there: what the opposition acquired?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 99

1 A. No idea.

2 Q. And do you know whether he did, in fact,
3 delete his emails?

4 A. No idea.

5 Q. Who is the opposition? Is it Chevron?

6 A. Those are his words, not mine.

7 Q. Do you know whether Chevron at some point
8 acquired emails or other documents from the
9 Ecuadorian plaintiffs' team?

10 A. No idea.

11 Q. You never saw any emails?

12 A. Never saw any.

13 Q. You never saw any emails that Chevron
14 acquired from the Ecuadorian plaintiffs' lawyers or
15 representatives?

16 A. None.

17 Q. Did you read the RICO judgment, the
18 District Court's RICO judgment?

19 A. No.

20 Q. Did you read the Appellate Court's opinion
21 affirming the judgment, the Second Circuit Court of
22 Appeals affirming the District Court's RICO
23 judgment?

24 A. No.

25 Q. Did you know that those documents existed?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 100

1 A. I --

2 Q. It's fine if you didn't. I'm just asking.

3 A. Well, I assume they existed, but not from
4 my tracking them down.

5 Q. You assumed why? Were you told that there
6 was a judgment out there, like a written opinion?
7 I mean, what do you mean when you say you assumed?

8 A. Can you ask that question again.

9 Q. Sure. Were you told there was a judgment
10 out there, like a written opinion? I mean, what do
11 you mean when you say you assumed?

12 A. Well, if there was a RICO -- my assumption
13 was if there was a RICO judgment, that there was
14 some legal document -- some legal words -- that's
15 all lawyers seem to do -- that one exists.

16 Q. I understand. Well, you're right that
17 lawyers create lots of documents and lots of words.
18 But sometimes there's a document of a judgment and
19 sometimes there's not. Like if there's a jury
20 verdict, it might just be --

21 A. I would have no skill to opine either
22 way --

23 Q. Got it, okay.

24 A. -- and wouldn't go looking for it because I
25 wouldn't know -- I wouldn't have the skills to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 101

1 understand it.

2 Q. And so you never asked to see anything like
3 that?

4 A. I did not.

5 Q. And nobody ever gave you anything like a
6 judicial opinion relating to the case?

7 A. No.

8 Q. Then scrolling up to the email from
9 Mr. Donziger on page 90 to 91, he says, responding
10 to Mr. Grant's email, "I second that. Please delete
11 all emails related to this and, again, keep the info
12 confidential."

13 Did you follow his instruction to delete
14 emails related to this?

15 A. No.

16 Q. Do you know why he issued that instruction?

17 A. I don't know why.

18 Q. Have you received similar instructions from
19 him as to other documents?

20 A. Can you clarify.

21 Q. Sure. Did he ever tell you to delete or
22 destroy any other documents relating to the
23 Ecuadorian litigation?

24 A. No.

25 Q. Did you ever destroy or delete any

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 102

1 documents relating to the Ecuadorian litigation?

2 A. No.

3 Q. And then Mr. Page responds above that on
4 page 90, "I'll add one more email to the chain,
5 which is simply to clarify that the request for
6 deletion does not reflect anything problematic about
7 the meeting itself, but rather the fact that Chevron
8 has in the past improperly used information about
9 perfectly legitimate funding discussions to start
10 put [sic] pressure on potential funders and kill off
11 potential deals."

12 Do you see that?

13 A. I do.

14 Q. So was it your understanding that the
15 request for deletion related to the fear that
16 Chevron would use information to put pressure on
17 funders and kill off potential deals?

18 MR. LIBBY: Objection, competency,
19 foundation.

20 Go ahead, if you know.

21 THE WITNESS: These are not my words, so
22 I just received this email.

23 BY MS. CHAMPION:

24 Q. I understand. But you're on an email chain
25 where there's like several emails about deleting

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 103

1 documents and about the need for confidentiality
2 that refer to Chevron.

3 I mean, did you have no understanding of
4 what the concern was, why people would be deleting
5 emails? I'm just asking for your understanding of
6 why people thought it was necessary to delete these
7 emails. Because there's multiple people echoing
8 this.

9 A. Just to keep things private. Some people
10 like to keep things private and out of . . .

11 Q. Yes. I understand that. But we don't --
12 our emails normally are private, right, unless we
13 give them out? So why do you have to delete emails
14 to keep them private?

15 MR. LIBBY: Objection.

16 BY MS. CHAMPION:

17 Q. How would they get out?

18 MR. LIBBY: Objection. Argumentative
19 and speculation.

20 Go ahead, if you know.

21 THE WITNESS: I don't know.

22 BY MS. CHAMPION:

23 Q. So you don't know what Mr. Grant's referring
24 to when he says what the opposition acquired?

25 A. I have no idea.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 104

1 Q. And do you know what Mr. Page is referring
2 to that Chevron has in the past improperly used
3 information? Do you have any idea of how Chevron
4 got that information?

5 A. I have no idea.

6 Q. And when he says "Confidentiality here is
7 important to protect a process that is not only
8 perfectly legitimate but also, as we all know, an
9 important piece of delivering access to justice for
10 the affected clients in this case," what did you
11 understand him to mean by that: the confidentiality
12 was important to protect a process that was
13 perfectly legitimate? What process is he referring
14 to?

15 MR. LIBBY: Same objection.

16 If you know.

17 BY MS. CHAMPION:

18 Q. Your understanding of what he was referring
19 to there.

20 A. That it's a battle. That it's been a battle
21 since the beginning. I don't know. That's . . .

22 Q. That what's a battle?

23 A. That this case is a battle to try to clean
24 up for the affected clients in the case.

25 Q. A battle between who?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 105

1 A. Chevron and the FDA.

2 Q. Do you have an understanding of the
3 relationship between the FDA and the plaintiffs in
4 the Ecuadorian action?

5 A. No.

6 Q. And do you have an understanding of the
7 FDA's role in the Canadian collection action, if
8 any?

9 A. No.

10 Q. And how about the Ecuadorian plaintiffs?
11 Do you have any understanding of what their role is
12 in the Canadian collection action?

13 A. No.

14 MS. CHAMPION: Okay. That's fine.

15 MR. LIBBY: I think the reporter wanted
16 a break about 15 minutes ago.

17 MS. CHAMPION: Yes, we can take a break.
18 We can go off the record.

19 THE VIDEO OPERATOR: The time is 12:07.
20 We're off the record.

21 (Whereupon, at 12:08 p.m.,
22 the deposition was recessed,
23 to reconvene at 12:30 p.m.
24 this same date.)
25

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 106

AFTERNOON SESSION

(12:42 p.m.)

THE VIDEO OPERATOR: This is the beginning of Media No. 3. We're back on the record. The time is 12:41.

MS. CHAMPION: Good afternoon, I'm going to hand you what I've marked for identification as Exhibit 10. This is MKS-0000031 through 32, just an email chain.

(Sullivan Exhibit 10 was marked for identification.)

MARY K. SULLIVAN,
the witness at the time of recess, having been previously duly sworn, was further deposed and testified as follows:

EXAMINATION (continued)

BY MS. CHAMPION:

Q. So as you'll see, this is a continuation of your email chain telling everybody about the Elliott meeting. And I want to direct your attention to the top of the email chain.

So Mr. Page writes back and says,
"Also - fabulous work and good luck. Hope you are well and hope we have the chance to meet up again soon."

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 107

1 Do you see that?

2 A. I do.

3 Q. Had you met with Page on any occasion
4 besides the Ecuador trip that you referred to?

5 A. No.

6 Q. And then you say to him above that,
7 "Apologies for my exuberance for sharing the news
8 beyond the walls."

9 What did you mean by "the walls"? What
10 walls?

11 A. I don't know. The metaphorical walls of --
12 of -- yeah, metaphorical walls. I don't recall
13 exactly what I meant by that.

14 Q. Did you mean like outside of a certain
15 circle of people?

16 A. Yeah. I don't know a lot of -- I mean,
17 in -- when I realized that I thought it was okay to
18 send this email and when I realized it was
19 apparently not okay to send the email, then I was
20 breaking some kind of metaphorical wall or boundary,
21 and I just was acknowledging that I don't know a lot
22 of these people, so maybe there was people that
23 didn't need to know that, I guess.

24 Q. I understand. I want to now go through
25 some of your notes related to the Elliott

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 108

1 transaction.

2 So the meeting took place on November 6,
3 right?

4 A. Yes. If it was a Monday, that's correct.

5 Q. And how long did it last?

6 A. An hour and a half.

7 Q. And who was there?

8 A. I arrived with Steven Donziger, and we were
9 greeted, I think, in the reception by Jesse Cohn
10 and -- I don't know if Lee was there, but Lee was in
11 the meeting. There was the four of us in the
12 meeting.

13 Q. Got it. And were any documents exchanged
14 at the meeting?

15 A. No.

16 Q. Did anybody -- did you like show slides or
17 do any kind of presentation?

18 A. None.

19 Q. Did you just sit and talk?

20 A. I sat there.

21 Q. Did Donziger stand up and give a
22 presentation or --

23 A. No.

24 Q. Did he just sit and talk?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 109

1 Q. Can you tell me how the meeting went? Like
2 how did you start off and what was said and who said
3 what?

4 A. The meeting started off by me saying, you
5 know, I'm the link between these two -- between
6 Elliott and Steven, so I was just making -- opening
7 the door for a conversation, and I'll let you just
8 talk.

9 Q. And so how much more did you say at the
10 meeting, to your recollection?

11 A. I don't recall specifically, but it would
12 be close to nil.

13 Q. So did Elliott do most of the talking or
14 did Donziger do most of the talking? I guess I
15 should be clear. Did Mr. Grinberg and Mr. Cohn do
16 most of the talking or did Donziger do most of the
17 talking or was it about evenly split?

18 A. I would say most of the conversation was
19 between Donziger and Grinberg.

20 Q. And what were they talking about, do you
21 remember? What was discussed?

22 A. Not specifically, no.

23 Q. Were like the terms of a potential
24 investment discussed?

25 A. No.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 110

1 Q. Was Mr. Donziger's interest in the judgment
2 discussed?

3 A. In my notes, there was a mention of it,
4 that there was a -- if I recall, like 6.3 percent
5 and then some 13 to 15 percent-ish. That was the
6 only reference to how the percentages have been
7 allocated to date.

8 Q. And what was your understanding of
9 Mr. Donziger's interest? You just said 6.3 percent.
10 Was it your understanding that that was 6.3 percent
11 of the whole judgment?

12 A. I don't know. I was -- it was not clear.

13 Q. Was it your understanding that he would be
14 entitled to be paid 6.3 percent of any monies that
15 came in as a result of enforcement or settlement?

16 A. Not clear.

17 Q. And how about the other investors'
18 interests? Did you have any understanding of how
19 those worked?

20 MR. LIBBY: Hang on a second. Other
21 investors?

22 MS. CHAMPION: She identified 13 to 15
23 other investors that owned some percentage.

24 THE WITNESS: Other parties. I think in
25 my notes, it was investors and lawyers. So people

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 111

1 involved in some way, shape, or form in the case.

2 BY MS. CHAMPION:

3 Q. Did the RICO judgment come up?

4 A. I don't recall specifically.

5 MS. CHAMPION: Well, why don't we go
6 over some of those notes. I'm going to hand you
7 what I've marked as Exhibit 11. This is MKS-0000149
8 through 156.

9 (Sullivan Exhibit 11 was marked
10 for identification.)

11 MR. LIBBY: This is 12?

12 THE WITNESS: 11.

13 MS. CHAMPION: 11.

14 MR. LIBBY: 11. I'm sorry. It starts
15 at 149?

16 MS. CHAMPION: Yes. 149 and goes
17 through 156.

18 MR. LIBBY: Okay.

19 BY MS. CHAMPION:

20 Q. I think there might actually be two sets of
21 notes here. So let's just clarify what we're
22 talking about here. When we look at the last two
23 pages, you'll see -- 155 through 156, you'll see
24 that there's a date in the upper right-hand corner?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 112

1 Q. So -- and that date is November 6, 2017,
2 right?

3 A. Correct.

4 Q. The date of the meeting?

5 A. Correct.

6 Q. And it says at the top, "Elliott Mtg,"
7 which I'm assuming means "meeting," right?

8 A. Yes.

9 Q. So are these your notes from the actual
10 meeting?

11 A. Yes.

12 Q. And do you have other notes from the actual
13 meeting --

14 A. No.

15 Q. -- any of these other notes here, are they
16 from the meeting?

17 A. No.

18 Q. They're not. So let's go over the notes.
19 So this says "Lee." That's a reference to
20 Mr. Grinberg, I assume, correct?

21 A. Yes.

22 Q. And it says "distressed situation,
23 sovereign space."

24 What's your recollection of why you
25 wrote that down, or what was being talked about that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 113

1 prompted you to write that down?

2 A. I can't say specifically.

3 Q. And how about here where it says, "FCPA
4 violations"? What's your understanding of what that
5 means?

6 A. I have no idea.

7 Q. Do you know what the FCPA is?

8 A. I have no idea.

9 Q. And where it says, "unpopular in
10 Australia," do you know what that means, or what
11 that refers to?

12 A. That FCPA violations are unpopular in
13 Australia.

14 Q. And why would that have been relevant?
15 Do you remember why that was being discussed?

16 A. No.

17 Q. Is it a reference to Chevron being unpopular
18 in Australia?

19 A. I don't recall.

20 Q. Do you know whether Chevron has operations
21 in Australia?

22 A. I have no idea.

23 Q. Why was Australia being discussed?

24 A. I have no idea.

25 Q. And then it says, moving on -- and if I get

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 114

1 your handwriting wrong, please tell me, but you have
2 pretty good handwriting -- "Parallel efforts - in
3 cases outside of U.S., Brazil, and Argentina."

4 Do you know what that's a reference to?

5 A. Making parallel efforts and working in the
6 U.S. and then working in other countries.

7 Q. So what -- efforts for what?

8 A. I don't recall. This was conversation
9 between two gentlemen that I was just listening to.

10 Q. So are you aware of enforcement actions
11 being filed on the Lago Agrio judgment in Brazil and
12 Argentina?

13 A. No.

14 Q. Do you know if that's what they were
15 talking about?

16 A. No.

17 Q. And where it says then, "Really good
18 lawyers, need support," do you know what that's a
19 reference to?

20 A. No.

21 Q. And how about below that, I can't really
22 read that number. Is it --

23 A. "\$400 million."

24 Q. "\$400 million frozen assets in Argentina"?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 115

1 Q. What's your understanding of what that
2 reference means?

3 A. I know that Elliott had some bond deal in
4 Argentina that they were very successful at doing,
5 so I imagine there was some reference/conversation
6 about that.

7 Q. So you think it's a reference to Elliott's
8 work rather than anything related to the Ecuadorian
9 litigation?

10 A. Looking at my notes, I believe that's true.

11 Q. How about this "Brazilian process takes
12 forever," do you know what that's a reference to?

13 A. No.

14 Q. Then it says below that -- can you read
15 that first word for me? Is it "Fund"?

16 A. "Fund."

17 Q. "Canadian litigation in near term"; is that
18 right?

19 A. Yes.

20 Q. So I assume that's a reference to the
21 Canadian collection litigation, correct?

22 A. Yes. The Canadian litigation that is
23 currently in place.

24 Q. Right. The litigation to enforce the
25 Ecuadorian judgment in Canada?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 116

1 A. Correct.

2 Q. Got it. And then it says, "Ecuadorian
3 judgment, injunction in the U.S."

4 Do you understand that to be a reference
5 to the injunctions that stemmed from the RICO case?

6 And I don't think we've used that word
7 before, but you testified earlier your understanding
8 that they couldn't do anything with the judgment in
9 the U.S. or they couldn't enforce --

10 A. They couldn't -- Yes. Chevron U.S. Dollars
11 could not pay out for the judgment.

12 Q. So do you recall what that reference is,
13 "Ecuadorian judgment, injunction in the U.S."?
14 Do you think those are connected?

15 A. I don't know.

16 Q. Do you know what an injunction is?

17 A. No.

18 Q. It's fine. I don't know what a hedge is,
19 so . . .

20 MR. LIBBY: There's some people left
21 that don't.

22 THE WITNESS: I don't ever want to know.

23 BY MS. CHAMPION:

24 Q. And then there it says, "1782 limitation."

25 Do you have any recollection of what that referred

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 117

1 to?

2 A. No idea.

3 Q. Do you know what 1782 is in the legal
4 context?

5 A. None.

6 Q. That just has no meaning for you?

7 A. Zero.

8 Q. Got it, okay. So you don't remember any
9 discussion of that?

10 A. No.

11 Q. Do you remember any discussion about
12 discovery proceedings that Chevron brought to obtain
13 evidence related to the Ecuadorian litigation?

14 A. Please ask that again.

15 Q. No problem. Do you remember any discussion
16 at this meeting about discovery proceedings that
17 Chevron brought to obtain evidence related to the
18 Ecuadorian litigation?

19 A. No.

20 Q. Any discussion about any discovery related
21 to the Ecuadorian litigation?

22 A. No.

23 Q. And then it says here, "GC @ Chevron - owns
24 the entire strategy and," and that last word I can't
25 read.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 118

1 A. I think it's "keep." And then --

2 Q. You don't know what that means?

3 A. Yeah.

4 Q. Do you know who the GC was at Chevron at
5 this time?

6 A. No.

7 Q. Do you remember the discussion about the GC
8 at Chevron owning the entire strategy?

9 A. I only remember what I wrote down.

10 Q. And who said that? Was it Mr. Donziger or
11 Elliott?

12 A. It would be Steven.

13 Q. And then it says, "Play with threats vs.
14 successful ruling in Canada."

15 Did I read that right?

16 A. Yes.

17 Q. So can you give me some context for that?

18 A. No.

19 Q. Do you know what -- you have a little arrow
20 then -- well, not an arrow, but a line where it says
21 "Chevron know," I think that's what that says?

22 A. Yes. Correct.

23 Q. Do you know what the connection is between
24 that and the "Play with threats," the line you have
25 it connecting to?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 119

1 A. No.

2 Q. I'm just trying to get anything you may
3 remember.

4 A. I apologize.

5 Q. That's okay.

6 A. This is so out of my scope of knowledge.
7 So I was really just listening.

8 Q. I understand. Okay. And then how about
9 this -- do you know who would have said this? Would
10 it have been Steven also, the "Play with threats vs.
11 successful ruling in Canada"?

12 A. Could have been either one of them.

13 Q. Do you remember Jesse -- Mr. Cohn or
14 Mr. Grinberg or Mr. Donziger talking about different
15 strategies that might be successful in enforcing the
16 judgment or settling with Chevron?

17 A. There was some dialogue kind of back and
18 forth kind of sharing perspectives. And if I would
19 have written down -- I can't recall any off the top
20 of my head.

21 Q. And then where it says, "SEC disclosures
22 are so misleading," do you know who would have said
23 that?

24 A. No. It could have been either.

25 Q. And is it a reference to Chevron's SEC

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 120

1 disclosures?

2 A. I'm not certain.

3 Q. And then below that it says, "Case" --

4 A. "Until."

5 Q. "Until"?

6 A. "Until."

7 Q. "Bank"? "Back in Ecuador"?

8 A. I think it says "Case until bank - in

9 Ecuador, discovery in."

10 Q. Do you know what that's a reference to?

11 A. I do not.

12 Q. Is it a reference to a discovery

13 proceeding -- Do you remember any discussion of a

14 discovery proceeding involving Banco Pichincha,

15 which is an Ecuadorian bank? Does that ring a bell?

16 A. No.

17 Q. And then on the next page it says, "Boycott

18 time vs. Chevron."

19 Do you know what that is a reference to?

20 Boycott who?

21 A. I don't know. I don't -- I'm not certain.

22 Q. And do you know who would have said that,

23 who would have been talking about boycotts?

24 A. Could have been either one of them.

25 Q. And do you think it was like --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 121

1 A. It was a discussion. The whole meeting was
2 really a back-and-forth conversation.

3 Q. Did you discuss amounts that Elliott might
4 invest?

5 A. No.

6 Q. Did you make a specific ask?

7 A. No.

8 Q. Did you say -- did anyone offer to draw up
9 papers documenting a potential investment?

10 A. No.

11 Q. Was there any discussion of meeting again
12 or follow-up?

13 A. Just a general follow-up, and I recall them
14 saying it will take them at least a few weeks to
15 have whoever they have looking at the deals that
16 come across to them.

17 Q. Do you know who there looked at it?

18 A. No idea.

19 Q. And then it also says, "Government to look
20 at it," under the "Boycott time vs. Chevron."

21 Do you know what that refers to?

22 A. No.

23 Q. Or "don't know vulnerability"? Do you
24 remember what that refers to?

25 A. No.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 122

1 Q. Then moving on down, "Venezuela," do you
2 remember why discussion of Venezuela came up or what
3 the context for that was?

4 A. No. I think it was in a general comment
5 about how things were so terrible in Venezuela at
6 the time. But other than that, I have no idea.

7 Q. Are you aware whether Chevron has business
8 operations in Venezuela?

9 A. I am not.

10 Q. Then down below that it says, "Humanitarian
11 and oppression." Then there's a little line, "every
12 oil company is just waiting."

13 Do you have any recollection of what
14 that was referring to? What were the oil companies
15 waiting for?

16 A. I'm not certain.

17 Q. How about the "risk/reward - oil companies
18 are shameless"? Do you know what that refers to?

19 A. That was said by Lee Grinberg.

20 Q. About what?

21 A. I don't know. I just wrote down that
22 comment.

23 Q. And how do you remember it was him that
24 said it?

25 A. Because I thought it was interesting that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 123

1 he said it.

2 Q. And then here it says, "6.3 percent Steven
3 of." And I'm assuming, based on your testimony
4 earlier, that's a reference to his percentage
5 interest in the judgment; is that right?

6 A. That's my assumption.

7 Q. Did you have any understanding of how the
8 RICO judgment affected his interest in the judgment,
9 if at all?

10 A. No.

11 Q. Have you ever read the RICO judgment?

12 A. No.

13 Q. And then it says, "15-16 percent
14 committed - 15 other people, investors and lawyers,"
15 right?

16 A. Correct.

17 Q. Do you know who those other investors and
18 lawyers are?

19 MR. LIBBY: Objection. That's across
20 the line. That's paragraph 5 on its face.

21 MS. CHAMPION: Are you instructing the
22 witness not to answer?

23 MR. LIBBY: Oh, yeah, I am. I beg your
24 pardon. I'm instructing her not to answer.

25

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 124

1 BY MS. CHAMPION:

2 Q. Do you have any understanding of
3 Mr. Donziger's compensation -- entitlement
4 compensation for his work related to the Ecuadorian
5 litigation?

6 A. Can you clarify?

7 Q. I mean, what's your understanding of what
8 he's entitled to be compensated?

9 A. Some fair amount for his work to coordinate
10 and do whatever he's doing.

11 Q. Have you ever reviewed any agreements that
12 document what he's entitled to be paid?

13 A. Um --

14 MR. LIBBY: Hang on a second. Let's
15 see.

16 MS. CHAMPION: This goes to (b).

17 MR. LIBBY: Yes.

18 If you know.

19 THE WITNESS: Can you clarify that.

20 BY MS. CHAMPION:

21 Q. Have you ever seen any documents, or are
22 you aware of any documents that describe what he's
23 entitled to be paid, any contracts --

24 A. Can you clarify "paid."

25 Q. Okay. Well, we know you already testified

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 125

1 he has a 6.3 percent interest in the proceeds of the
2 judgment, right?

3 A. Correct.

4 Q. Although you're not aware of exactly how
5 that's structured --

6 A. Correct.

7 Q. -- and that's fine. Is he entitled to
8 compensation on top of that: retainer payments,
9 hourly fees, anything of that nature?

10 A. I have never seen a document referencing
11 any agreement on that.

12 Q. And do you know who, if anyone, has to
13 approve any payments made to him?

14 A. I do not know.

15 Q. Now, then, below that, it says, "Rule 65 -
16 participating violation in some court order."

17 Do you know what that refers to?

18 A. I have no idea.

19 Q. Do you know what Rule 65 is?

20 A. No.

21 Q. Do you remember any discussion of any
22 injunctions or whether an investment in the case
23 would be problematic and might violate a court order
24 injunction?

25 A. Not specifically.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 126

1 Q. Did Elliott express any concern that it
2 couldn't invest in the Ecuadorian litigation because
3 of any court order?

4 A. No. Not that I recall there being like
5 a -- Yeah, I don't recall any.

6 Q. Do you know why there was discussion about
7 "participating violation in some court order"?

8 A. I do not.

9 Q. What questions did Elliott ask at the
10 meeting about a potential investment, if you recall?

11 MR. LIBBY: I think you mean a name.

12 MS. CHAMPION: No, you're right. I'm
13 sorry, I should stop doing that.

14 BY MS. CHAMPION:

15 Q. Do you recall Mr. Cohn asking any questions
16 at the meeting?

17 A. Mr. Cohn left about 20 minutes in.

18 Q. And do you recall him asking any questions
19 before he left?

20 A. No. He left because it was not his area of
21 expertise, and he left it to Lee, who had -- this
22 was his area of expertise.

23 Q. Do you recall specific questions that
24 Mr. Grinberg asked?

25 A. I do not.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 127

1 Q. Do you recall any reservations he expressed?

2 A. None.

3 Q. Do you recall him asking about the Canadian
4 enforcement action?

5 A. The only thing I would recall is literally
6 what I wrote down in my notes.

7 Q. Did you discuss the concept at the meeting
8 that was reflected in your emails with Mr. Donziger
9 that Elliott management could both make an investment
10 in exchange for proceeds of the litigation and also
11 short Chevron stock?

12 A. No.

13 Q. Do you recall any discussion of the
14 structure of any potential investment?

15 A. There was no conversation about structure.

16 Q. So what was the conversation about? I mean,
17 what was the purpose of it really? If you didn't
18 talk about structure or amounts, what was the
19 purpose of it?

20 A. It was an introductory meeting/conversation
21 for a potential partnership/opportunity, whatever,
22 may have arisen from that.

23 Q. Yes, I understand that. But what did he
24 seem interested in knowing about the situation, you
25 know, so that he could evaluate it?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 128

1 A. Who is "he"?

2 Q. Mr. Grinberg, I guess, if he was doing most
3 of the talking on the part of Elliott.

4 A. I don't know. It was just a conversation
5 of two lawyers dealing with complex litigation-type
6 things, and there was really just -- it was really
7 simply a conversation. It didn't come across as a
8 Q&A.

9 Q. I understand.

10 A. It was kind of one topic might have led
11 into another topic into another topic.

12 Q. And then finally at the end of your note
13 says, "Canadian - legal due diligence, look at few
14 other jurisdictions, Chevron's vulnerability."

15 Do you know what that's a reference to?

16 A. That they would look into other countries
17 to see where vulnerabilities may lie related to
18 Chevron.

19 Q. Was that a concept raised by Mr. Donziger
20 or Mr. Grinberg if you recall?

21 A. It could have been either.

22 Q. Do you recall anything specific that
23 Mr. Cohn said at the meeting?

24 A. Just that, I'm going to leave and leave it
25 to you. He's technology.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 129

1 Q. Understood. And then how about
2 Mr. Grinberg? You said that you remembered him
3 saying the "oil companies are shameless." Do you
4 remember anything else specific that he said at the
5 meeting?

6 A. I remember him saying they get a lot of
7 crazy ideas that come to them, you know, like sheiks
8 or kings or whatever from other countries. And they
9 have these very unique things, and, you know, they
10 usually just disregard. I thought that was
11 interesting -- I didn't write it down, but that was
12 interesting.

13 Q. Disregard in what way?

14 A. They don't entertain them.

15 Q. Let's go back to the beginning of this
16 document. We covered the last couple of pages. I
17 just want to understand these other notes. Do you
18 know, were these all taken at the same time? Were
19 they taken on different occasions? And by "these,"
20 I mean pages 149 through 154.

21 A. They would have been all at -- I mean, I
22 didn't take them all at -- they were at different
23 occasions.

24 Q. Let's talk about page 1.

25 A. Okay.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 130

1 Q. Is page 1 related to page 2, or does page 1
2 stand alone?

3 A. I don't know 100 percent, but I believe
4 that page 1 is a standalone.

5 Q. So do you remember when you took these
6 notes?

7 A. I don't.

8 Q. Do you remember if you were on the phone or
9 it was a meeting?

10 A. It looks to me as it would be from a phone
11 call.

12 Q. With Mr. Donziger?

13 A. Yes. It wouldn't be anyone else I'd talk
14 to.

15 Q. And do you think that this was likely
16 before the meeting with Elliott or after?

17 A. I can't say for certain.

18 Q. So let's just go through some of these and
19 maybe you can explain your understanding of what
20 they mean. No. 1, "Control issue, piece of judgment
21 owned by someone else," do you know what that refers
22 to?

23 A. No.

24 Q. What was your understanding of
25 Mr. Donziger's authority to enter into agreements

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 131

1 with investors with Elliott where they would invest
2 in exchange for a percentage of the proceeds of the
3 Ecuadorian judgment?

4 MR. LIBBY: Objection, competency,
5 foundation.

6 You may answer.

7 THE WITNESS: My understanding was that
8 he could do so.

9 BY MS. CHAMPION:

10 Q. And what was that based on? Just
11 conversations with him? Did you review agreements?
12 I mean, I just want a sense --

13 A. Just a general understanding, not from
14 looking at any particular document, but . . . yeah.

15 Q. And it would be based on conversations with
16 him?

17 A. Primarily.

18 Q. And others?

19 A. And others that were -- that I -- yeah,
20 others.

21 Q. Like people that were on that email chain
22 that you met with in Ecuador?

23 A. Yes.

24 Q. Any of them in particular? The Salazars?
25 Mr. Page?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 132

1 A. Not in particular.

2 Q. What was your understanding of whose
3 interest in the judgment Mr. Donziger had authority
4 to enter into agreements regarding?

5 A. Can you clarify.

6 Q. So, in other words, when you went into the
7 meeting with Elliott, what was your understanding of
8 whether he was offering Elliott an investment in his
9 6.3 percent or in the remaining percentage interest
10 in the judgment, or the portion unspoken for already?

11 A. My understanding was that it was the
12 portion unspoken for. I don't even know what that
13 portion pot even was.

14 Q. Got it. And do you have any -- do you
15 recall seeing any documents related to what was left
16 or what he had the authority to request investors
17 for?

18 A. I was trying to understand that. I did
19 not -- I did not know.

20 Q. Got it, okay. And do you recollect seeing
21 any documents related to him giving back any portion
22 of his 6.3 percent interest in the judgment?

23 A. I was aware of two -- I think it was two
24 loans around RICO that were to help pay -- I believe
25 to help pay for his legal expenses during that time.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 133

1 Q. And you think he got those loans in exchange
2 for a piece of his 6.3 percent?

3 A. I understood them to be straight loans.

4 Q. From whom?

5 MR. LIBBY: Um --

6 MS. CHAMPION: I think that goes to
7 assets and liabilities.

8 MR. LIBBY: Yes, but I'm trying to make
9 sure we don't have a paragraph 3 issue.

10 MS. CHAMPION: I understand. But I
11 think it goes to his assets and liabilities.

12 MR. LIBBY: Yes, I understand your
13 argument. But it's not an investment in the
14 judgment. It's a straight loan, is what I'm
15 hearing.

16 MS. CHAMPION: Agreed. Right. And that
17 goes to (b), right?

18 MR. LIBBY: Fair enough.

19 THE WITNESS: I believe one of them was
20 Sherman, I can't remember his first name. Something
21 Sherman. And Glenn Krevlin.

22 BY MS. CHAMPION:

23 Q. Are you aware of any other loans
24 Mr. Donziger got based on, you know, any security
25 interest in the judgment or any other collateral,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 134

1 for that matter?

2 A. No.

3 Q. So moving on down in these notes, do you
4 know what you meant by -- you have some numbers
5 here. I think that's "\$100 million," right?

6 A. "\$100 million," yes.

7 Q. And "\$25 million other partner," do you
8 recall what that references?

9 MR. LIBBY: Recalling my admonition to
10 steer clear of paragraph 5 compliance discussion-
11 type answer.

12 THE WITNESS: I don't know what these
13 amounts are --

14 BY MS. CHAMPION:

15 Q. Okay.

16 A. -- in relation to.

17 Q. And how about "Chevron intimidation," do
18 you know what that refers to?

19 A. Nothing other than intimidation pressure
20 that Chevron puts on people and places.

21 Q. Related to what?

22 A. Related to the litigation.

23 Q. So do you know who said that: Chevron
24 intimidates people? Was that Mr. Donziger?

25 A. I don't know. Yes. Those are not my words.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 135

1 Q. I understand. How often did you meet with
2 Mr. Donziger? Was your primary way of communicating
3 with him by phone, or did you meet with him
4 frequently?

5 A. Primarily by phone and then I would -- for
6 work-related things, if I was in New York, then we
7 might meet up.

8 Q. And so you met him, I think you said
9 earlier, in September 2016 or August 2016?

10 A. August.

11 Q. So how many times do you think you've met
12 with him total? I mean, just ballpark? 10 to 20 --

13 MR. LIBBY: I'm going to let this go
14 even though it's outside the scope.

15 Go ahead.

16 THE WITNESS: How many times have I met
17 with him?

18 BY MS. CHAMPION:

19 Q. Yes.

20 A. Seven?

21 Q. And then how about phone calls? More
22 frequent than that?

23 A. Yeah. More frequent, yeah.

24 Q. Like once a week? Twice a week? Depends?

25 A. No. It just all depends.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 136

1 Q. So then moving on down this page, I think
2 it says "Strategy, structure of decision making."

3 Was that a discussion about the decision
4 making related to the Lago Agrio litigation or
5 decision making related to investments or what?
6 Do you remember what that relates to?

7 A. I don't remember.

8 Q. How about here where it says, "Investigation
9 plan"? Is that something Mr. Donziger was telling
10 you about?

11 A. Yes. Those are not my words.

12 Q. And what about this "super charge" -- what
13 does that say?

14 A. "Super charge it."

15 Q. What does that mean; do you know?

16 A. Just boost it.

17 Q. And it says, "What can they bring to the
18 table?" Who's "they"? Are "they" investors? Who
19 are "they"? Do you know? Do you remember?

20 A. I don't recall who I was referring to as
21 "they."

22 Q. Do you think "super charge it" came from
23 you or Mr. Donziger?

24 A. I usually don't say "super charge it."

25 Q. So you think it probably came from him?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 137

1 It's a small thing. I'm just trying to understand --

2 A. Most likely.

3 Q. And then here it says, "\$100 million -
4 LOE"? Is that what that says?

5 A. That's what that says. And I don't know
6 what that means.

7 Q. And then "Canada - super charge,
8 Australia," was that a reference to potential
9 proceedings in Australia?

10 A. Could be.

11 Q. Do you understand there to be an active
12 proceeding in Australia related to the Ecuadorian
13 case?

14 A. I'm not aware of one.

15 Q. How about this "Legal relationship,
16 corporate law"? Do you know what that refers to?

17 A. No.

18 Q. How about "Infrastructure, Canada"? Is
19 that a reference to Chevron's infrastructure?

20 A. I don't -- I don't recall.

21 Q. And then it says also, "Kroll \$15 million
22 30 reports." Is that what that says?

23 A. Yes.

24 Q. Do you know what that refers to?

25 A. That Kroll would have been paid 15 --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 138

1 approximately \$15 million to produce 30 reports,
2 which I believe were on Steven.

3 Q. And that was information he gave to you?
4 He told you that?

5 A. Yes.

6 Q. And I'm assuming that the payments there,
7 that are referred to there, that's money Chevron
8 purportedly paid to Kroll?

9 A. That Kroll received.

10 Q. Why do you think he told you that?

11 MR. LIBBY: Objection, competency,
12 foundation.

13 Go ahead, if you know.

14 BY MS. CHAMPION:

15 Q. Was this discussion just him giving you
16 background? Do you remember what the purpose of
17 this discussion was?

18 A. I don't remember what the purpose is. It
19 was -- I would write notes because I have a habit of
20 writing notes, and especially with things that I am
21 learning about.

22 Q. Yeah. Agreed. I do the same thing. Now,
23 here at the top of the second page, do you remember
24 if this is a new conversation or do you think it's
25 related to the notes on page 1?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 139

1 A. I think this is a new conversation.

2 Q. And would it have been a conversation with
3 Mr. Donziger?

4 A. It would have been on Sunday evening before
5 the Elliott meeting --

6 Q. Oh, okay.

7 A. -- at dinner.

8 Q. And who was at that dinner?

9 A. Steven and a family friend of his.
10 I believe her name is Sue.

11 Q. Was she a lawyer?

12 A. No. She's a beer distributor.

13 Q. So she was just at the meeting as a friend
14 of Mr. Donziger's?

15 A. As a friend. Yes, a friend. Somehow
16 related to his family. I don't know the source.

17 Q. Got it. So here it says, "\$2-3 billion to
18 block paying \$9-12 billion."

19 Now, is it your understanding that
20 "9-12" is a reference to the amount Chevron owes as
21 a result of the Ecuadorian judgment? I think that's
22 a number you've used elsewhere.

23 A. My understanding is that the judgment in
24 Ecuador was \$9 billion and then there's interest and
25 whatnot that accumulates to about \$12 billion in

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 140

1 current dollars.

2 Q. And then what's the "\$2-3 billion" a
3 reference to?

4 A. That's how much Chevron has paid in
5 expenses to try to block the \$9-12 billion.

6 Q. And so would that information have come
7 from Mr. Donziger?

8 A. Yes.

9 Q. Now, moving down here, "Independence -
10 we need it. The assets they have vs. Chevron."

11 Do you remember what that discussion was
12 about? What's the "independence" part about?

13 A. I don't recall.

14 Q. And "The assets they have vs. Chevron," is
15 that a reference to the concept that the Lago Agrio
16 plaintiffs or the FDA don't have as much in assets
17 as Chevron does? Do you remember -- what's the
18 comparison there?

19 A. I don't know who "they" is.

20 Q. And how about "Old world power vs. new
21 world power"? Do you know what that means?

22 A. No. It's just said in conversation.

23 Q. And how about this "Power plus capital"?
24 What's that about?

25 A. That -- Since we were talking in preparation

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 141

1 of the Elliott meeting, it would be that, you know,
2 two forces of having power plus also having capital,
3 you know, creates a better outcome.

4 Q. Would that have been something that you
5 suggested or that Donziger suggested?

6 A. I can't say for certain.

7 Q. And "very few can stand up," what's that a
8 reference to?

9 A. Very few people can stand up to the --
10 again, Chevron.

11 Q. So then moving down, "Committed because
12 they did wrong," right? Do you remember what that's
13 a reference to?

14 A. Not specifically.

15 Q. Is it about -- is the reference to doing
16 wrong that Chevron did wrong?

17 A. If I read the next passage, I would assume
18 that is correct.

19 Q. And "committed," that would be -- who's
20 committed? Donziger's committed? Who's committed?

21 A. I don't recall.

22 Q. And then moving on down, you said that
23 these notes under here informed what you meant
24 above. Can you explain this passage to me.

25 Tell me if I get any of your handwriting

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 142

1 wrong. "Why personal because the facts don't
2 support the case. The only way they can win - It
3 becomes personal when they can't win."

4 Did I read that right?

5 A. Correct.

6 Q. Is it "when they can't win" or "where they
7 can't win," do you know?

8 A. I think it's "when they can't win."

9 Q. So can you explain that to me. Who's
10 trying to make it personal? What facts don't
11 support what case?

12 A. My understanding of this is that you attack
13 people. They make it personal when -- I don't
14 know -- the legal facts or some facts don't support
15 the actual case, then the only way that Chevron
16 could win would be to make it personal, which
17 is . . .

18 Q. Understand. And do you mean when the
19 Ecuadorian litigation, the RICO case, or something
20 else? The enforcement actions?

21 A. Just the whole thing.

22 Q. The whole thing?

23 A. Yes.

24 Q. And how about here where it says "Kaplan,"
25 do you know who Kaplan is?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 143

1 A. Judge Kaplan.

2 Q. And who is Judge Kaplan?

3 A. He is a federal judge in Southern District
4 of New York.

5 Q. And what's your knowledge of him?

6 A. He was the one who heard the RICO trial or
7 whatever it's called.

8 Q. And where it says here, "He wants to make
9 his name," was that something that Mr. Donziger said
10 about Judge Kaplan?

11 A. Those were not my own words.

12 Q. So you think they were Mr. Donziger's words?

13 A. Yes.

14 Q. They would not have been Sue's words,
15 right?

16 A. They would not have been Sue's words.

17 Q. Do you know what he meant by that [as
18 read], Judge Kaplan wants to make his name?

19 A. No.

20 Q. And then on this next page, I love your
21 large "Humble." Do you know what that -- why did
22 you write that down and why did you write it so big?

23 A. Because to me, that's the most important
24 thing when you're going into a meeting with Elliott:
25 to be humble.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 144

1 Q. So did you do that to remind yourself or to
2 remind Mr. Donziger or . . .

3 A. Mr. Donziger.

4 Q. Did you have concerns that he might not be
5 humble?

6 A. Big egos need to be humbled.

7 Q. And so you viewed him as having a big ego?

8 A. Yeah, he has a big ego.

9 Q. Yeah. I mean, I think it's a fair
10 characterization, and it's not necessarily negative?

11 A. Yeah.

12 Q. Was this something you showed him before
13 the meeting or after the meeting or --

14 A. That would have been Sunday night.

15 Q. Oh. You showed it to him Sunday night?

16 A. Yes.

17 Q. Then looking at page 152, do you remember
18 when these notes were taken? Were these still
19 Sunday night, the Sunday night dinner?

20 A. This would have been Sunday night.

21 Q. And then it says here, "Power of capital
22 plus fear and intimidation."

23 Do you remember what that's a reference
24 to or who was talking or what they were talking
25 about?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 145

1 A. I do not. Just I think the general
2 conversation was just that when you have lack of or
3 when you have an incredible amount of capital, it
4 affects just general outcomes.

5 Q. And then below that it says, "Rewarded.
6 Your name, your commitment, and the power of."

7 What's that all about? Who's being
8 rewarded? Whose commitment? What's that a
9 reference to?

10 A. I don't know. It would have been in some
11 way conversation, again, in preparation of Elliott.
12 But it makes no sense when I'm looking at it right
13 now.

14 Q. Was the general gist of this discussion on
15 Sunday night before the meeting like, What are we
16 going to talk about? Or was it more, Let's fire
17 ourselves up? Or both? Like what was the general
18 gist of the discussion?

19 A. My objective generally and always is to get
20 in the right mindset. So that I would -- you know,
21 what -- that's all that, you know, I was bringing to
22 that conversation.

23 Q. And what do you view as the right mindset?
24 I mean, you mentioned humility.

25 A. Just going in and just kind of telling it

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 146

1 like it is with just being clear, concise, without
2 too much story line and just -- yeah.

3 Q. So why do you think humility is important
4 when dealing with somebody like Elliott, or why was
5 it important for that particular meeting?

6 A. I think humility is important every single
7 day. You know, I would not say it was for that one
8 particular thing. But you're more successful in
9 many cases in life if you bring humility with you.

10 Q. And did you think that was important for
11 this meeting in particular? I mean, obviously you
12 did. You wrote it on here.

13 A. That was giant letters, yes.

14 Q. Why in dealing with Elliott in this
15 situation?

16 A. Because you have one opportunity. Just,
17 again, in a general term, you have one opportunity
18 to meet somebody, a first impression. So that's,
19 I feel, very important regardless of who you are,
20 where you're going.

21 Q. Did you feel like you needed to go in and
22 do a sales pitch?

23 A. Absolutely not.

24 Q. Did you feel like Mr. Donziger was trying
25 to make a sales pitch?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 147

1 A. No.

2 Q. Moving on to the next page, so it's 153, do
3 you know what this diagram is? Is that any -- is
4 that like a reference to Chevron's asset structure
5 or corporate structure or do you --

6 A. God, no.

7 Q. Is it a doodle? Do you know what it is?

8 A. It's a doodle and it would be -- this is
9 how I view -- there was probably a reference to
10 complexity, and so I would just start -- this is how
11 I see the world that I work in.

12 Q. What do you mean? Just that things are
13 interconnected but there's kind of different --

14 A. Everything's connected.

15 Q. And there's like different like orbits or
16 something, kind of thing?

17 A. Yeah.

18 Q. I like it. It reminds me of molecules
19 though.

20 A. Like a mind map.

21 Q. Okay.

22 A. A really good program.

23 Q. Oh, really?

24 A. Um-hum.

25 Q. So is this from the dinner meeting also?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 148

1 A. Yes.

2 Q. So I'm assuming the reference to assets is
3 about Chevron's assets, right, or is it about
4 Elliott's; do you know?

5 A. I can't say.

6 Q. And then how about below the graph that you
7 drew? "Have to do the right thing. Only defense is
8 personal attack."

9 I'm assuming that relates to the
10 concepts we were talking about?

11 A. Yes.

12 Q. So it's like the idea that Chevron was
13 going to personally attack who? Mr. Donziger?

14 A. Mr. Donziger, yes, personal.

15 Q. "There has never been a more perfect
16 opportunity than now."

17 Do you know who said that?

18 A. It could have been Sue or it could have
19 been Steven.

20 Q. And do you know why now? Why has there
21 never been a more perfect opportunity than now?

22 A. I believe because of what was going on in
23 Canada.

24 Q. You mean the chances that they would
25 succeed in the Canadian enforcement action?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 149

1 A. Yes.

2 Q. And so was the opportunity to settle or was
3 the opportunity to win in the Canadian enforcement
4 action?

5 A. I don't know.

6 Q. Was there talk about trying to get Chevron
7 to settle?

8 A. No, not -- no.

9 Q. And then, "The people who step up get the
10 reward," what do you think that means?

11 A. I believe it's like a risk/reward comment.

12 Q. Coming from Donziger, from you, or . . .

13 A. Not from me. But either Sue or Steven.

14 Q. And what do you mean by, "The people who
15 step up get the reward"? Is the reward a monetary
16 reward? What's the reward?

17 A. I don't know. If it was an investment, it
18 would be monetary.

19 Q. And then "Losers lose, winners win," do you
20 know who said that and what it was in reference to?

21 A. No. And it's -- it's true. Losers lose
22 and winners win.

23 Q. Yeah. It's just sort of definitional. But
24 I'm wondering like, does it mean like whoever wins
25 this is going to win it, or does it mean like -- I

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 150

1 don't know what it means.

2 A. I don't either.

3 Q. Losers in what sense; you don't remember?

4 A. No.

5 Q. So then the last page before we get to the
6 meeting, do you know what -- are these from the
7 dinner also; do you remember?

8 A. This would have been the morning of.

9 Q. And it says, "1:30 lunch meeting." Did you
10 have a meeting at lunch? Is that what these notes
11 are from? I know you just said morning, but I just
12 noticed -- I was reading this as 7:30 but then I
13 realized it's probably --

14 A. I think that's 1:30. That's just a
15 scanning.

16 Q. And so do you think these are notes from a
17 lunch meeting that you had before --

18 A. No. I think it might have been reference
19 to like, Do you want to meet before the meeting, at
20 lunch.

21 Q. Okay.

22 A. But I -- Yeah.

23 Q. And what does that say? "Catch," what does
24 it say below? "Catch" what?

25 A. "Catch war" doesn't make sense. I don't

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 151

1 know what it -- "Catch work." "Catch" -- I don't
2 know.

3 Q. Yeah, okay. We don't know either.

4 A. Yeah.

5 Q. It looks like maybe you didn't finish the
6 word.

7 A. That's possible.

8 Q. "Email inadvertently," is that what that
9 says?

10 A. Yes.

11 Q. Do you know what that's about?

12 A. The email that I sent out inadvertently.

13 Q. The email where you were informing
14 everybody about the meeting?

15 A. Yes.

16 Q. Well, that wasn't really inadvertent, right?
17 I mean, you intended to send it, right? So why are
18 you referencing it, saying "inadvertently" here?

19 A. There would have been a conversation and
20 I -- the night before I said, Would you like me to
21 send an email to let the people who are on the trip
22 know, and it was affirmed that I should do that.
23 So I did that.

24 Q. And so why "inadvertently"? Did Donziger
25 get upset then that the email was sent, or why does

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 152

1 it say "inadvertently"?

2 A. He was -- he was not thrilled that it was
3 sent.

4 Q. Even though he had told you to send it?

5 A. Correct.

6 Q. And did he yell at you? I mean --

7 A. No.

8 Q. It's not a --

9 A. He never yells at me.

10 Q. So what was the discussion about there with
11 the email? Why were you discussing it? He was
12 concerned -- I mean, it says below, "Happening can
13 get back to some lawyer. They operate in high level
14 world."

15 Do you know what that's a reference to?

16 A. Just I think the risk of what goes beyond
17 when the email's sent.

18 Q. And who's "they"? Is that Chevron who
19 operates in a high level world?

20 A. I would assume, yes, that Chevron or the
21 attorneys. And there's just a -- yeah, they operate
22 at a different level and a higher level.

23 Q. Was there any discussion at that time about
24 any ongoing or potential future discovery obligation
25 that Mr. Donziger had relating to that email or --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 153

1 A. No.

2 Q. No? Was there any discussion about it
3 potentially being relevant to any litigation past,
4 present, or future?

5 A. No.

6 Q. Who raised the email? Did he raise it or
7 did you?

8 A. Can you clarify "raise."

9 Q. So I'm assuming this reflects a conversation
10 with Mr. Donziger.

11 A. Yes.

12 Q. Was it in person or on the phone?

13 A. On the phone.

14 Q. Did he talk -- Did he raise the email going
15 out, or did you raise it? Were you apologizing
16 because you were concerned by all the traffic
17 following up saying, We have to delete this?
18 I mean, do you remember who raised it or why it came
19 up?

20 A. Well, I thought it was okay to send it, so
21 he would have raised it because it wasn't okay to
22 receive it.

23 Q. Why wasn't it okay to send the email? I'm
24 confused by that. The email just says, We're going
25 to meet with Elliott. There's other emails that

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 154

1 that's already documented in. So why is that
2 particular email problematic?

3 A. I do not know.

4 Q. And Mr. Donziger didn't try to explain that
5 to you?

6 A. No. Dealing with lawyers, there's -- No,
7 he didn't. Just I know that in general, lawyers
8 are -- are very kind protective of things that go
9 out.

10 Q. Agreed. So was the concern that it had
11 gone to so many people? Was that the nature of the
12 concern?

13 A. I believe so. And that it could just --
14 you know, you lose control of communication, just in
15 general, and there's people that were on there that
16 he, in hindsight, wouldn't have -- probably -- don't
17 need to know, so why are they on there.

18 Q. Got it.

19 A. That would be my assumption.

20 Q. Did he say anything else about why he was
21 unhappy that the email had gone out?

22 A. No.

23 Q. And then below that it says -- Can you read
24 what you think that says below that, below "They
25 operate in a high level world."

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 155

1 A. "Unless strategically, no corrective
2 email."

3 Q. So what does that refer to?

4 A. Well, I was probably like, Oh. Do you want
5 me to do something to fix it?

6 Q. Got it.

7 A. And that would have been "no corrective
8 email." So I did nothing.

9 Q. And then it says, "Cultivated ambiguity -
10 90 percent."

11 Do you know what that means?

12 A. No.

13 Q. Do you know who would have said it? You?
14 Mr. Donziger?

15 A. I would not have said it. I do not like
16 ambiguity.

17 Q. And the "90 percent," do you know what that
18 means?

19 A. No.

20 Q. And "Nobody understand how much" --

21 A. "Time."

22 Q. -- "time." Do you know, what is that a
23 reference to?

24 A. I'm not sure.

25 Q. And "Keep it close to the chest, a lot of

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 156

1 enemies, protect their confidentiality at all
2 times."

3 Do you recall why you wrote those things
4 down.

5 (Video operator interruption.)

6 THE WITNESS: Can you repeat that
7 question, please.

8 BY MS. CHAMPION:

9 Q. No problem. Do you know why you would have
10 written that stuff down, "Keep it close to the
11 chest, a lot of enemies, protect their
12 confidentiality at all times"?

13 A. Because that would have been said.

14 Q. By who?

15 A. Steven.

16 Q. About what? Like keep what close to the
17 chest? Who are the enemies? Whose confidentiality?
18 Do you remember the specifics of any of this?

19 A. No. I mean, I don't operate in that world,
20 so it would have been -- if I'm looking at this, it
21 was probably a little bit of a, Hey, by the way --

22 Q. Got it.

23 A. -- giving you some guidance on how this --
24 this world operates.

25 Q. And when it says, "A lot of enemies," who

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 157

1 has enemies? Donziger? The Ecuadorian plaintiffs?
2 Who?

3 A. I'm not certain.

4 Q. Anything else you want to discuss about
5 that conversation? Anything else you remember was
6 discussed?

7 A. No.

8 MS. CHAMPION: Just take one short
9 break, and then we'll do the other set of notes and
10 do some stuff on payments.

11 MR. LIBBY: Do some stuff on?

12 MS. CHAMPION: Payment.

13 MR. LIBBY: Oh, payment.

14 THE VIDEO OPERATOR: The time is 1:38.
15 We're off the record.

16 (Recess at 1:39 p.m.,
17 resumed at 1:53 p.m.)

18 THE VIDEO OPERATOR: This is the
19 beginning of Media No. 4. We're back on the record.
20 The time is 1:52.

21 MS. CHAMPION: So I want to go over the
22 other set of notes we have related to the Elliott
23 meeting. So let's mark those as Exhibit 12. I
24 think there's a little bit less here to go over.
25 And that is MKS-0000370 to 374.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 158

1 (Sullivan Exhibit 12 was marked
2 for identification.)

3 MR. LIBBY: This is 12?

4 MS. CHAMPION: Yes. Exhibit 12.

5 BY MS. CHAMPION:

6 Q. So tell me about these notes. Do you
7 remember when these were taken, what they relate to?

8 A. I don't recall when they were taken. They
9 were taken probably about 10 days prior to the
10 Elliott meeting.

11 Q. Okay.

12 A. Like the week -- Yeah.

13 Q. And so you think that -- I mean, some of it
14 looks to me like it was prep for the Elliott
15 meeting?

16 A. It was -- Yes. So page 1 was just where I
17 was going to send Mr. Singer's presents. Page 2 was
18 my kind of draft of what I was going to say to
19 someone like Paul Singer.

20 Q. Um-hum.

21 A. And doing a little research on him and what
22 kind of keywords. Like "accountability" seemed to
23 come up in some things I read about him. That's
24 kind of it --

25 Q. And so --

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 159

1 A. -- on those first two.

2 Q. So do you remember if your note to
3 Mr. Singer looked more or less like what you wrote
4 here at the top of page 371?

5 A. I didn't say why I wanted to meet him.
6 There was no -- there was no mention of Ecuadorian
7 anything.

8 Q. Oh, okay. So you basically just said --

9 A. I sent a blind, handwritten note, hoping
10 that he would take a meeting with me.

11 Q. Okay.

12 A. Because it was so weird, he had to take a
13 meeting with me.

14 Q. And then do you remember the references
15 here, "Andrew and Gordon"? Do you know who that is?
16 Does it say "Gordon"? I actually can't read that
17 word.

18 A. Yes. It looks like "Andrew and" -- I don't
19 think that's "Gordon," but I don't know what that's
20 reference to.

21 Q. And how about at the top where it says
22 "money map"? Do you know what that's all about?

23 A. No. I like maps, like, of where things
24 flow. So it could have been some reference to
25 knowing where dollars go. That informs a lot.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 160

1 Q. And then looking further down that page,
2 "Odeon - not too" -- what does that say?

3 A. "Not too inconvenient, or recommend a place
4 closer."

5 Q. Is that a restaurant you're referring to in
6 New York, The Odeon?

7 A. I think so. It could have been. Yeah.

8 Q. Was that like you were thinking about
9 places you could have a meeting?

10 A. No. I don't -- that has nothing to do
11 with . . .

12 Q. Because that's downtown, isn't it: Odeon?

13 A. I don't -- I don't --

14 Q. Oh, yeah.

15 A. I don't think this is related to my notes
16 to Elliott.

17 Q. Oh, okay. So "Google, near New York
18 financial district," you don't think that's related
19 to Elliott?

20 A. No.

21 Q. And how about the stuff under that,
22 "Downtown village south"?

23 A. No. I think this was a completely
24 unrelated -- I wasn't visualizing a meeting with
25 him.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 161

1 Q. Got it. Well, and also from what I
2 remember in the documents, Elliott's at 57th Street,
3 right?

4 A. Yeah.

5 Q. Which is nowhere near that.

6 A. No. So this is just random notes that I
7 didn't --

8 Q. So then on the top of page 372, it says
9 "RICO decision, cancelled . . . meeting," do you
10 know what that refers to?

11 A. "RICO decision cancelled the" --

12 Q. Oh, "the"?

13 A. -- "better meeting," it looks like?

14 Q. Do you know what that refers to?

15 A. "Cancelled the better meeting"? No. There
16 was no other meeting to be cancelled.

17 Q. So you don't remember what that refers to?

18 A. No.

19 Q. Do you know what these notes are? Do these
20 relate to your research of Mr. Cohn or . . .

21 A. Yes.

22 Q. Any recollection, "EMC, Juniper
23 Networks" -- or Juniper Networks, I'm not sure if
24 that says Juniper Networks.

25 A. "Juniper Networks." These are all

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 162

1 investments that Elliott had made into public
2 companies.

3 Q. Got it, okay. So these are just notes on
4 those deals?

5 A. Yes. And just that -- who is he, what is
6 he like, just --

7 Q. Then on the left-hand side of the page, it
8 has some notes here. Can you read that to me, what
9 that says. Does it say "defamation campaign"? The
10 ones that are kind of at a slant.

11 A. Yes, it looks like it's the beginning of
12 "defamation" without the -o-n.

13 Q. And then can you see what that says? It's
14 a little hard to read.

15 A. It says "Lupita." Then it says "Pablo
16 Fajardo." And then it says, "Working on it.
17 Embedded authenticity" -- um --

18 Q. "Authority"?

19 A. "Authority. Constant battles. He who
20 controls the money."

21 Q. Do you know what that's a reference to?

22 A. No.

23 Q. Do you know who Pablo Fajardo is?

24 A. I know that he is an Ecuadorian attorney.

25 Q. Do you know what his role is in the

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 163

1 Ecuadorian litigation or any other proceedings,
2 if any?

3 A. No. Historically that it was -- he was,
4 I think, one of the lead attorneys.

5 Q. And do you know if he still has that role?

6 A. I'm not certain.

7 Q. And how about -- do you know what it means
8 "Working on it" or "Embedded authority"? Do you
9 know what that reference is?

10 A. No.

11 Q. Do you know why you took these notes? Were
12 you talking to Lupita or somebody else?

13 A. No. I wasn't talking to Lupita.

14 Q. Were you talking to Steven Donziger?

15 A. Yes. I think this is probably in reference
16 to the post, I sent the email out and in hindsight
17 shouldn't have.

18 Q. Oh, okay.

19 A. And it was just -- when someone just talks
20 and talks, I just actively listen by writing stuff
21 down.

22 Q. Understood. And so "He who controls the
23 money," is that a reference to Fajardo controlling
24 the money or Donziger controlling the money? Who
25 controls the money?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 164

1 A. I think it's just whomever controls the
2 money.

3 Q. So is the battle referred to here over who
4 controls the money? Is it a battle over who
5 controls the money?

6 A. I'm not sure.

7 Q. Was the concern that if your email got out
8 or the news of the Elliott meeting got out, that
9 that would spark some kind of a dispute between
10 Fajardo and Donziger or someone else?

11 A. I'm not certain.

12 Q. Do you remember what it means about the
13 constant battles? Who are the battles between and
14 among and what are they about that are referred to
15 here; do you know?

16 A. To me, it was all battles all over.

17 Q. So do you think the battles here are
18 battles with Chevron or battles with Fajardo
19 or . . .

20 A. I can't say with certainty.

21 Q. Why are there references -- Do you know why
22 there are references to Lupita and Cristina Muñoz in
23 these notes? There's -- "Lupita" appears at the top
24 of the page over here on the left and also at the
25 bottom?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 165

1 A. Yeah, I think -- I believe that these two
2 have nothing to do with any -- they wouldn't need to
3 know that there was a meeting at Elliott and
4 wouldn't really -- there was no need for them to
5 know that.

6 Q. Was there a concern that they would give
7 that information to Pablo Fajardo?

8 A. I'm not certain.

9 Q. And it says, "Working with Steven, talk to
10 you in particular."

11 Do you know what that's about at the
12 bottom there under "Lupita/Cristina Munoz"?

13 A. I think that was, you know, a suggestion
14 like, like do you want me to call Lupita or
15 Cristina? Do you want me to contact them directly?
16 Like what do you want me to do? If so, what could
17 I -- how would I frame it?

18 Q. And did you end up contacting either of
19 them?

20 A. Lupita, just by email.

21 Q. And what was that email about?

22 A. I just -- I don't recall specifically.
23 I think it was, you know, Could you give me a call,
24 just so I could tell her, Sorry I sent that email.
25 Please disregard it.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 166

1 Q. Did you end up talking to her?

2 A. No.

3 Q. Do you know if Donziger did?

4 A. I'm not certain.

5 Q. Did you talk to Cristina Munoz?

6 A. No.

7 Q. Did you send her an email?

8 A. No.

9 Q. Looking at the next page here, 373, again,
10 this just looks like notes on research regarding
11 Jesse Cohn; is that right?

12 A. Correct.

13 Q. And just looking down here, you say "Value
14 created for people, planet, and profits."

15 Do you recall what that's a reference
16 to? Is that something you read about him or
17 something you thought might appeal to him; do you
18 remember?

19 A. I think something that would appeal. Kind
20 of having that -- you know, "impact investing" is
21 such a buzzword these days.

22 Q. Um-hum. And then how about at the bottom
23 there where it says, "Capital needed to collect,"
24 what do you understand that to refer to?

25 A. That capital money was needed in order to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 167

1 attempt to successfully collect. Capital, just
2 funding.

3 Q. Understood. Okay. To collect on the
4 Ecuadorian judgment?

5 A. Correct.

6 Q. And then on page 374, that at the top has
7 the November 6, 2017 date. Do you know if these
8 notes were taken during the meeting?

9 A. No. This would have been my walking into a
10 blind meeting, how might I -- you know, how might it
11 be structured or . . .

12 Q. How you would introduce yourself?

13 A. Yes.

14 Q. So did you end up delivering an introduction
15 like this or any other introduction?

16 A. I didn't have my notes out to do that.
17 I just -- I did deliver an introduction of just,
18 You know Jonathan Bush. I know Jonathan Bush. He
19 connected us. You know, I learned about this case
20 when I went to travel to Ecuador, and I thought it
21 would be an interesting opportunity for you two to
22 discuss.

23 Q. Okay.

24 A. That's it.

25 Q. At the bottom there it says, "Negative

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 168

1 impact for you? Risks, due diligence."

2 Can you tell me what that refers to?

3 What would be the negative impact for them?

4 A. I'm not certain. That would have been
5 probably just a random question that I would have
6 thought to inquire, although I did not see myself
7 participating in this meeting.

8 Q. All right. I don't have any other questions
9 on those notes.

10 Well, let's go into some issues
11 regarding compensation or other payments to
12 Mr. Donziger. Do you have any agreements with
13 Mr. Donziger?

14 A. No.

15 Q. Do you have any agreements related to your
16 work on this case?

17 A. No.

18 Q. Do you know Josh Rizack?

19 A. Yes.

20 Q. So the records in particular, I don't know
21 if you're familiar with, your attorneys made two
22 productions. The first one was mostly emails --

23 A. Yes.

24 Q. -- the second was a bunch of financial
25 records. You're generally aware of that?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 169

1 A. Yes.

2 Q. So those financial records, where did you
3 obtain them? And if it's from multiple places,
4 that's fine. The reason I'm asking is because I'm
5 guessing that you obtained at least some of them
6 from Mr. Rizack; is that right?

7 A. I did.

8 Q. Because we have been discussing with him
9 also, and he did tell us that he had provided you
10 with documents.

11 A. Yes. I went to his office somewhere in
12 Connecticut and got two boxes of stuff.

13 Q. Two boxes of stuff, okay. And so your
14 attorneys looked over that stuff, and they decided
15 what was responsive, and that's what was produced?

16 A. Correct.

17 Q. So it's not everything you got from him,
18 correct, what we received?

19 A. Correct.

20 Q. And then in terms of the more recent stuff,
21 so -- again, I'm just speaking in general terms, and
22 I'm not trying to trap you or anything like that.

23 But there was a lot of stuff that was
24 quite old that predates your knowledge of this case,
25 right? So I'm assuming anything that old you got

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 170

1 from Mr. Rizack; is that right?

2 A. 100 percent.

3 Q. Did Mr. Donziger provide you with any older
4 records --

5 A. No.

6 Q. -- that you recall?

7 And then how about the new -- what would
8 be stuff that maybe you got directly, some of the
9 newer stuff from 2018, 2017 maybe?

10 A. 2018.

11 Q. And what was -- how did you obtain those
12 documents? Mr. Donziger gave them to you? It looks
13 like there's some invoices from various sources,
14 like Mr. Page's firm, Forum Nobis. And then there's
15 also invoices from Mr. Donziger's firm.

16 Were those sent directly to you? How
17 did you obtain them?

18 A. They would have come from Steven.

19 Q. So were you compensated for your work?

20 A. Nope.

21 Q. So you were doing this because -- tell me
22 why you were doing it.

23 A. Great question. I was doing it because I
24 created professional space in my days with my
25 business and took a risk with my time to learn

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 171

1 something that was interesting that a lot of people
2 that I respect were supporters of. And I embarked
3 to just learn more. It was like an adult education.

4 Q. Got it, okay. So everything you did was
5 pro bono basically? What we would call pro bono?

6 A. 100 percent.

7 Q. And so we talked -- Let me just close out
8 Elliott. Did you do any follow-up after the meeting?

9 A. Just by email.

10 Q. And it was the email where you said -- I've
11 seen the emails. We don't need to go over them.

12 A. Just to -- I think it was maybe a month and
13 a half later. I didn't hear from them. And then I
14 just out of -- oh, yeah, I don't know, let's -- I'll
15 email them.

16 Q. And when you followed up with Mr. Grinberg,
17 after he said Elliott isn't going to go forward with
18 this matter, and you asked Mr. Grinberg for -- to
19 have a chat?

20 A. Um-hum.

21 Q. Did you ever end up chatting with him?

22 A. No. I thought about calling him, but I was
23 respecting his no answer.

24 Q. And do you know if Donziger talked to him?

25 A. Not aware.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 172

1 Q. Or how about Mr. Cohn?

2 A. I did not talk to Mr. Cohn.

3 Q. I think you suggested the call with
4 Mr. Grinberg. That's why I'm asking if you talked
5 to Mr. Cohn also?

6 A. No. No, no.

7 Q. And so was there any other follow-up?
8 Did you send them any documents? Did Mr. Donziger,
9 to your knowledge, send them any documents?

10 A. No.

11 Q. He referred to a packet of information in
12 an email. Does that -- does that -- do you recall
13 that?

14 A. Yes. I think there was some due diligence
15 pack. I don't know what it is or have never seen it.

16 Q. Do you know whether Mr. Donziger sent that
17 to them or had anyone send it to them?

18 A. I'm not aware he did.

19 Q. And you've never seen it?

20 A. No.

21 Q. You didn't help put it together?

22 A. No.

23 Q. Do you know whether they ever signed the
24 NDA that was provided to them?

25 A. I don't believe that they did.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 173

1 Q. You said you did all your work for free.
2 Did you have any agreement to any future payment,
3 for example, if they successfully enforced the
4 judgment?

5 A. No. There was conversation about that
6 possibility, but I was not in a position to explore
7 that because I was still trying to determine the
8 understanding -- general understanding of it, and
9 if, in fact, I even wanted to be involved in it.

10 Q. Understood. So why did you end up obtaining
11 those records from Mr. Rizack? What was the purpose
12 of providing you with those records? Were you
13 intending to take over something of his role, or
14 what I understand to have been his role?

15 A. Well, I viewed it as an organization.
16 Everything that I could understand was completely
17 disorganized. And I was attempting to -- I thought
18 there would maybe be something useful and interesting
19 in those materials, but it was all old and --
20 historically.

21 Like I like to see how money flows.
22 Money flowing tells me a story. And so if I had the
23 benefit of seeing some historical information, it
24 would give me a better perspective of what I was
25 even looking at.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 174

1 Q. And what do you mean by that? Like in
2 terms of understanding what the funding needs were
3 for the case or where the money was going, what
4 money would need to be raised or what was the
5 purpose of kind of wanting to understand that?

6 A. Well, one, I thought it was interesting.
7 Two, it needed to be done. There needed to be some
8 sort of order. And, you know, if there's money
9 moving around, there's got to be good controls
10 around it just in general. Just a general kind of
11 business principles.

12 Q. Did you feel there was good controls over
13 the money related to the case?

14 A. I was getting the feeling that there were
15 not great controls.

16 Q. So let's just get more specific as to money
17 provided to Mr. Donziger. So the records that you
18 produced do show, you know, quite a few payments to
19 Mr. Donziger. They show payments from Lenczner. We
20 talked about him earlier, from Lenczner Slaght Royce
21 Smith.

22 That's the law firm where Mr. Lenczner
23 works, right?

24 A. Um-hum.

25 Q. So there were a lot of payments -- monies

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 175

1 that came to Mr. Donziger from Lenczner according to
2 the records that you provided.

3 Do you recall that?

4 A. Those would have come from Josh.

5 Q. From --

6 A. Josh Rizack's files.

7 Q. You mean the records that show those
8 payments?

9 A. Yes.

10 Q. And did you analyze those records at all?

11 A. I did not analyze them.

12 Q. So you didn't do any analysis of monies
13 that Mr. Donziger had received or anything like
14 that?

15 A. No. There was a hope that that could be a
16 project. But it was such a mess, I didn't even
17 attempt.

18 Q. When did you get those records; do you
19 remember?

20 A. I think it was sometime like the third week
21 of January of 2018.

22 Q. So pretty recently?

23 A. Yes.

24 Q. So what did you do with the records,
25 if anything? Did you dump any of the numbers into a

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 176

1 spreadsheet? Did you try to do any analysis --

2 A. No. I put them in my home office above our
3 garage.

4 Q. And you never took them out of the box?

5 A. I thumbed through them just to get
6 familiar. One of them I don't think I even did
7 because it was all old and not relevant.

8 Q. Understood. So let's talk about some of
9 the more recent records. So you testified earlier
10 about three payments you were aware of being made to
11 Mr. Donziger?

12 A. Correct.

13 Q. \$25,000, \$25,000, and \$75,000, right?

14 A. Correct.

15 Q. All in the first few months of 2018, right?

16 A. Yes.

17 Q. Let's talk about those payments.

18 Can you get the records out related to
19 those.

20 What was the purpose of those payments?

21 A. \$25,000 would be a monthly retainer payment.
22 And then the \$75,000 payment was \$25,000 retainer
23 payment and \$50,000 reimbursement for unpaid
24 retainers, prior -- prior unpaid retainers or
25 reimbursement for expenses.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 177

1 Q. Now, I asked you this previously, but I'm
2 just asking again for the sake of clarity for
3 follow-up questions.

4 I think you testified earlier that you
5 were not aware of any agreement pursuant to which he
6 received a \$25,000 monthly retainer --

7 A. Correct.

8 Q. -- is that right?

9 So were you responsible for approving
10 the invoices?

11 A. No.

12 Q. No. Who was responsible for that?

13 A. He was.

14 Q. And did you show those invoices to anyone
15 else? Do you know whether he did?

16 A. No. I did not and I am not certain if he
17 did.

18 Q. And so in terms of -- you testified also
19 that the money came out of CWP Associates?

20 A. Yes.

21 Q. And you testified that that entity is under
22 the Streamline Family umbrella?

23 A. Yes.

24 Q. Is it a domestic entity? Is it
25 incorporated?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 178

1 A. It's a doing-business-as.

2 Q. So it's not separately incorporated --

3 A. No.

4 Q. -- or LLC'd or anything like that?

5 A. No.

6 Q. And what was the purpose of having the
7 money go through there?

8 A. Better recordkeeping.

9 Q. And that was something that -- when was it
10 created or when did you start using it?

11 A. It was created at the end of December,
12 like -- and I -- yeah, the end of December it was
13 opened.

14 Q. Were any other monies paid to Mr. Donziger
15 from CWP Associates?

16 A. No.

17 Q. How about to Laura Miller, his wife?

18 A. No.

19 Q. Were any other monies from there used to
20 pay any of his expenses?

21 A. There was a -- I think there was one month
22 of a -- he had an American Express card that was
23 segregated from my account because he was not good
24 at keeping track of anything financially that I
25 could recognize.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 179

1 So I said, Why don't you use this card
2 for your expenses, and then it will be very clear
3 what it's for, you know, this purpose -- whatever
4 work you're doing on this.

5 Q. I see. So you told him to use a separate
6 card for his case-related expenses?

7 A. Yes. So I wouldn't get 1,000 receipts
8 of -- or never get them.

9 Q. Got it, okay.

10 A. It was a better bookkeeping -- the decision
11 was a cleaner bookkeeping.

12 Q. And when would you have given him that card?

13 A. Maybe February, sometime in February.

14 Q. Of 2018?

15 A. Um-hum.

16 Q. And has he been using it, to your knowledge?

17 A. He did use it and he's no longer -- he no
18 longer has it -- Well, he might have it, but he can
19 no longer use it.

20 Q. And when did he stop using it?

21 A. The day I received a packet of information.

22 Q. Was it the day you received the preservation
23 order that the judge issued in the Southern District
24 of New York, or is it some other information?

25 A. I don't recall specifically. But it was

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 180

1 sometime in mid March when I said [nonverbal sound].

2 Q. Is it when you received legal papers from
3 Gibson Dunn related to the legal case or -- I'm not
4 trying to confuse you. I just --

5 A. When I received the subpoena by email from,
6 I believe, Alejandro, I was like, Yeah. And it
7 wasn't that day. But that started the process of
8 like, No.

9 Q. So are you continuing to manage funds
10 through this CWP Associates entity?

11 A. No.

12 Q. And so I don't actually understand the
13 concept of a doing-business-as entity or how that's
14 an entity. So it's not legally constituted? You
15 just sort of . . .

16 A. You can pay \$30 and go to the Town Hall and
17 have a registration -- you know, there's a
18 certificate form, a one-page that you fill out.

19 Q. Yes.

20 A. And they stamp it and then you're able to
21 do -- it's like a sole proprietor. So when I
22 started my business, I went in as Streamline Private
23 Wealth as a sole proprietor.

24 Q. Got it.

25 A. Which is just a person doing a business as.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 181

1 And in this case it was -- you know, Streamline is
2 an S-corp. And so CWP Associates was a d/b/a of
3 Streamline, the S-corp.

4 Q. And what does "CWP" stand for?

5 A. "Chevron will pay."

6 Q. Very clever. So does this entity still
7 exist?

8 A. No.

9 Q. To the extent it is an entity at all?

10 A. No.

11 Q. It doesn't. So did you actually go in and
12 say --

13 A. No. But I will -- I did not go into the
14 Town Hall, but I will. The bank account -- the only
15 purpose for it was to open up a bank account. And
16 that has been closed.

17 Q. It probably is in these records -- oh, it's
18 Bank of America, right?

19 A. Yes.

20 Q. And now it's closed. And what did you do
21 with the money that's in there?

22 MR. LIBBY: Um --

23 BY MS. CHAMPION:

24 Q. Did it go to Mr. Donziger? Maybe I can ask
25 it that way.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 182

1 A. It did not.

2 Q. Did it go to his wife?

3 A. It did not.

4 Q. So you talked about some loans that you
5 thought Mr. Donziger had received. And you talked
6 about these three payments. Are you familiar with
7 any other monies that he received either as loans or
8 that were borrowing against his interest or as
9 retainer payments?

10 A. No.

11 Q. And are you aware of any other assets that
12 he received over the time that you've been involved?

13 A. No.

14 Q. So let's talk about --

15 Do we have the records? I want the
16 invoices. These ones?

17 Who is John van Merkensteijn?

18 A. John is a supporter of Pachamama Alliance.
19 And he hosts a lot of events at his place in New
20 York.

21 Q. Did you update him after the Elliott
22 meeting?

23 A. He -- I believe I did. Or we -- I saw
24 him -- I saw him that weekend because our kids -- my
25 whole family went to where he lives. And there's a

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 183

1 giant gym in the basement, so they play basketball.

2 And so I believe he became aware of it then.

3 Q. And what's the relationship between
4 Pachamama Alliance and the Ecuadorian litigation, if
5 you know?

6 A. What I know is that Pachamama Alliance is a
7 nonprofit organization to help preserve the rain
8 forest. And they are in Quito -- there's a lot of,
9 I think, commonality of people that they deal with.

10 Q. And do you know whether he knows
11 Mr. Donziger?

12 A. Who?

13 Q. Does Mr. Merkensteijn know Mr. Donziger?

14 A. van Merkensteijn?

15 Q. Yes.

16 A. Yes.

17 Q. Are you aware of anyone giving Mr. Donziger
18 money?

19 A. I am not.

20 MS. CHAMPION: Let's go over some of
21 these invoices that you have, the more recent ones
22 from Mr. Donziger.

23 (Discussion off the record.)

24 BY MS. CHAMPION:

25 Q. Are you aware of a loan made to Mr. Donziger

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 184

1 by a Mr. Waters, Mr. George Waters in 2016, January
2 2016?

3 A. Is that Roger Waters, some singer?

4 Q. I'm assuming it is. It's George R. Waters.
5 It's in some of the documents that you probably got
6 from Mr. Rizack.

7 A. Yes.

8 Q. So it may be something you're not familiar
9 with, but I just wondered if you had any knowledge
10 of it?

11 A. No.

12 Q. And you don't have any knowledge of any of
13 the transfers from Lenczner's firm to Mr. Donziger
14 or why those were made?

15 A. None.

16 Q. And how about payments made to Mr. Page, to
17 Forum Nobis, his firm? Who approved those payments,
18 to your knowledge?

19 A. Steven would have.

20 Q. Steven would have. Okay. And would those
21 have been made also from the CWP Associates account?

22 A. Yes.

23 Q. Was anybody else paid money out of that
24 account?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 185

1 Q. Who?

2 A. I'm trying to think. That's a lot to ask
3 for me to remember.

4 Q. Just to your recollection.

5 A. There was --

6 Q. I see maybe some charges to a printer.
7 Does that ring a bell, EPES, Wilson-EPES Printing?

8 A. That sounds familiar. It was like a
9 printing for legal documents kind of thing?

10 Q. Yes.

11 A. That sounds familiar.

12 Q. Anything else that you recall?

13 A. There was some, you know, payments to -- I
14 believe there was payments to -- one payment to the
15 FDA, payments to individuals helping in Ecuador,
16 you know, very small payments.

17 Q. Do you know --

18 A. There were lawyer, Canadian lawyer payments.

19 Q. And were those paid pursuant to invoices
20 that you recall?

21 A. Everything was paid with a -- pursuant to
22 invoices.

23 Q. And did Mr. Donziger approve all those
24 invoices?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 186

1 MS. CHAMPION: Well, let's go over some
2 of these records. So I have here --

3 MR. LIBBY: Hold on, Anne. We're
4 talking about Donziger's assets, liabilities, and
5 financial situation?

6 MS. CHAMPION: Yes. But I'm just trying
7 to understand that he -- I think that, you know, you
8 could make an argument that he benefitted from some
9 of these payments. So I'm trying to understand who
10 was paid.

11 For example, there were invoices in here
12 related to redesign of his website. You know,
13 I think you could argue that's not really a case
14 expense. Do you charge your clients for redesigning
15 your website?

16 MR. LIBBY: I don't want to stop
17 progress here, but I'm having difficulty reconciling
18 the line of questioning with (b). It's a Donziger
19 thing.

20 MS. CHAMPION: Right. I'm just trying
21 to understand who was paid, and then to the extent I
22 think that it would arguably be something that's
23 actually benefitting him, then I would follow up.
24 But I'm just trying to establish --

25 MR. LIBBY: Oh, I know you're trying to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 187

1 establish a baseline. Maybe we can go backwards and
2 ask if any of that was a benefit to him, and then
3 follow that up.

4 MS. CHAMPION: But I think that's a
5 legal conclusion, right?

6 MR. LIBBY: It could be. I honestly
7 don't want to -- I don't want to stop progress, but
8 then again, I don't want to get mushy on the scope
9 of (b).

10 MS. CHAMPION: Yes. I understand.

11 MR. LIBBY: So you're saying that if
12 somehow some third party got paid, but actually it
13 was a benefit to him, is it an asset? I don't get
14 it. Is it not a liability? Is it --

15 MS. CHAMPION: Well, it's proceeds that
16 he received, right?

17 MR. LIBBY: Oh, well if, in fact, they
18 were proceeds that he, Donziger, received --

19 MS. CHAMPION: I don't mean proceeds of
20 the judgment --

21 MR. LIBBY: Oh, no. Proceeds generally.

22 MS. CHAMPION: Yes.

23 MR. LIBBY: So if that's the baseline
24 question, okay. I thought you were talking about
25 monies spent -- I mean, paid out to third parties.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 188

1 MS. CHAMPION: The reason I want to know
2 the third parties is to know whether or not there's
3 an argument. For example, if his wife received
4 money --

5 MR. LIBBY: All right. That's clear.
6 I get that. Okay.

7 MS. CHAMPION: That's all.

8 MR. LIBBY: Anybody else?

9 MS. CHAMPION: Well, I don't know.
10 That's why I'm asking her.

11 MR. LIBBY: You're going to move right
12 through this, right?

13 MS. CHAMPION: I don't think that's out
14 of line. And I'm almost done.

15 MR. LIBBY: Well, it's kind of
16 attenuated, but I'm going to let you go and do it in
17 the interest of time and get moving.

18 (Discussion off the record.)

19 MR. LIBBY: And I take it we're on the
20 short strokes here? We're getting close to the
21 finish line?

22 MS. CHAMPION: Yes. We are.

23 So I'm going to hand you what I will
24 mark as Exhibit 20.

25 (Discussion off the record.)

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 189

1 MS. CHAMPION: Exhibit 13. Sorry about
2 that. This is MKS-0000396.

3 (Sullivan Exhibit 13 was marked
4 for identification.)

5 BY MS. CHAMPION:

6 Q. So it's clear enough what this is, right?
7 An invoice from Donziger's firm?

8 A. Yes.

9 Q. And did this have any backup with it, any
10 receipts or anything?

11 A. No.

12 Q. And you testified that the \$75,000 payment
13 was a combination of retainer and expenses, right?

14 A. Correct.

15 Q. Was backup provided for the expenses?

16 A. No.

17 Q. And because you were not responsible for
18 approving the payment?

19 A. Correct.

20 Q. So you didn't need to see the backup, right?

21 A. I did not.

22 Q. And you did not request it?

23 A. I did not.

24 Q. Did he represent to you that there was
25 backup?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 190

1 A. Well, I think there was the -- a lot of
2 expenses and a lot of things that he has paid
3 personally. I don't know what those are. But he
4 did reference that he did.

5 Q. But you didn't view that as your role to
6 check that?

7 A. No.

8 Q. Or your role to ensure that he was, in fact,
9 entitled to the retainer that he said he was? You
10 didn't view that as your role?

11 A. No.

12 MS. CHAMPION: So I'm going to introduce
13 as 14, Exhibit 14, a document --

14 BY MS. CHAMPION:

15 Q. So I'm sorry. Let's go back to 13. Was
16 this invoice paid?

17 A. This would have been paid, the \$25,000
18 payment, in January.

19 MS. CHAMPION: And then I'm going to
20 mark as Exhibit 14, MKS-0000398.

21 (Sullivan Exhibit 14 was marked
22 for identification.)

23 BY MS. CHAMPION:

24 Q. Do you recognize this document?

25 A. Yes, it's an invoice.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 191

1 Q. And it's an invoice from the Law Offices of
2 Steven Donziger, January 2018, \$25,000, right?

3 A. Correct.

4 Q. Is that your note on it, "Paid 2/2/2018"?

5 A. Yes.

6 Q. And so this invoice was paid also?

7 A. Yes.

8 Q. So that would have been the second \$25,000
9 payment that you referred to?

10 A. Yes.

11 Q. And do you know what this was for?

12 A. His legal work.

13 Q. Is it a January 2018 retainer payment, or
14 is it some back payment?

15 A. I'm assuming by looking at it, it was a
16 January payment. It was paid in February for work
17 done in January. And the prior invoice was work
18 done in December, paid in January.

19 Q. Got it. So by "the prior invoice," you
20 mean Exhibit 13 --

21 A. Yes.

22 Q. -- the December 2017 invoice?

23 A. Yes.

24 MS. CHAMPION: And then how about
25 MKS-0000405. We'll mark that as Exhibit 15.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 192

1 (Sullivan Exhibit 15 was marked
2 for identification.)

3 BY MS. CHAMPION:

4 Q. Can you identify that document?

5 A. Yes. This is an invoice for \$25,000.

6 Q. And what do you understand that invoice to
7 represent?

8 A. Legal services.

9 Q. Is that a retainer payment, or is it like
10 hourly . . .

11 A. Retainer payment.

12 Q. And was this paid?

13 A. I'd have to look at the other records that
14 show a confirmation to confirm that.

15 Q. And then let's look at some of those.
16 I think I know the ones you need.

17 Can you find those records for me.

18 Do these look like the ones that would
19 help you figure it out?

20 A. No. There would have been the invoice with
21 a confirmation of payment for me to confirm if it
22 was paid.

23 Q. This kind of thing?

24 A. Yes.

25 MS. CHAMPION: I'll mark this as 16.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 193

1 (Sullivan Exhibit 16 was marked
2 for identification.)

3 MS. CHAMPION: It's MKS-0000395. Can
4 you tell me which of the invoices, if any, that
5 relates to.

6 THE WITNESS: This was paid January 24.

7 MS. CHAMPION: It may make it easier if
8 I give you this exhibit also. I'll mark this as
9 Exhibit 17. It's MKS-0000390.

10 MR. LIBBY: Is this 16 or 17?

11 MS. CHAMPION: That's 17.

12 MR. LIBBY: Do I have 16?

13 MS. CHAMPION: You might not. I'll give
14 it to you.

15 MR. LIBBY: I don't think I do.

16 (Discussion off the record.)

17 (Sullivan Exhibit 17 was marked
18 for identification.)

19 THE WITNESS: So by looking at --

20 MR. LIBBY: Hold on a second. You have?

21 THE WITNESS: 390.

22 MR. LIBBY: 390. Is that Exhibit 17?

23 THE WITNESS: 17.

24 MR. LIBBY: I just need 16 whenever you
25 get a chance.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 194

1 BY MS. CHAMPION:

2 Q. Do you know which confirmation page relates
3 to which invoice?

4 A. I do not.

5 MS. CHAMPION: And how about -- I'm
6 going to mark this as Exhibit 18. It's MKS-0000397.

7 (Sullivan Exhibit 18 was marked
8 for identification.)

9 BY MS. CHAMPION:

10 Q. That appears to be a separate confirmation
11 page also; do you agree?

12 A. Yes.

13 Q. They all have different dates, right?

14 A. Yes.

15 Q. So --

16 A. This would have -- so Exhibit 18 on 2/2
17 would be connected to Exhibit 14 as confirmation of
18 payment.

19 MR. LIBBY: Which two again?

20 THE WITNESS: 18 and 14.

21 MR. LIBBY: 18 and 14, okay. Okay.

22 BY MS. CHAMPION:

23 Q. Are you able to match up the other ones, or
24 not?

25 A. No. Because there's no -- my note is not

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 195

1 on there. That's how I'm matching them up.

2 Q. Oh, I see. There's no invoice number on
3 that or anything like that?

4 A. No.

5 Q. So 390 is Exhibit 17; is that right?

6 A. Yes.

7 MS. CHAMPION: Is that the one you're
8 missing?

9 MR. LIBBY: No. I'm missing Exhibit 16.

10 THE WITNESS: On 1/24.

11 MR. LIBBY: Here we go. That will help
12 you.

13 MS. CHAMPION: 390?

14 THE WITNESS: No. January 24. That was
15 the transfer date.

16 MS. CHAMPION: And what's the Bates
17 number at the bottom?

18 THE WITNESS: 395. But he has it now.

19 MR. LIBBY: 395, got it.

20 MS. CHAMPION: And that's Exhibit 17?

21 MR. LIBBY: Yes. 16.

22 MR. HERRERA: 16.

23 THE WITNESS: 16.

24 MS. CHAMPION: Got it, okay. Sorry, so
25 confusing.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 196

1 BY MS. CHAMPION:

2 Q. So Exhibit 16, you believe that relates to
3 which invoice, or you don't know?

4 A. 16, I am not certain.

5 Q. But it's your belief that if a payment were
6 made to Mr. Donziger, there would be a page like
7 this reflecting it? If a payment were made to him
8 from the CWP account?

9 A. Yes. And I'm just noticing on Exhibit 17,
10 this is actually not to Steven. This is to Forum
11 Nobis.

12 Q. Okay, got it. And that's 390?

13 A. That's 390.

14 Q. Got it. Bates 390. What's the exhibit
15 number again?

16 A. 17.

17 Q. Got it, okay. So let me just look for the
18 confirmation pages related to Mr. Donziger. So we
19 have Exhibit 16, which is January 24, Bates 395,
20 right?

21 A. Yes.

22 Q. And we have Exhibit -- did we mark 397
23 that's the \$25,000 payment to Donziger and
24 Associates?

25 A. Yes.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 197

1 Q. Do you have that?

2 A. That's a confirmation for Exhibit 14.

3 Q. That's Exhibit 18 then, right?

4 A. Yes.

5 MR. LIBBY: Wait. 397 is going to be
6 Exhibit --

7 MR. HERRERA: 18.

8 THE WITNESS: 18.

9 MS. CHAMPION: That might be -- Do we
10 have any more confirmation pages to Donziger?

11 (Discussion off the record.)

12 BY MS. CHAMPION:

13 Q. What about the \$75,000 payment? Do you
14 recall when that was made?

15 A. The end of February or very beginning of
16 March.

17 Q. And do you know why -- if we don't have a
18 confirmation page, why that would be? I'm going to
19 search right now and see if we have one.

20 A. There should be a confirmation page.

21 Q. Okay. I'm going to look for it.

22 A. Because I remember I know that I noted
23 \$25,000 monthly or retainer and \$50,000
24 reimbursement.

25 MS. CHAMPION: So I do see a page in

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 198

1 here. Alejandro, if you can find me Bates 403. I
2 think it just looks a little bit different. I'm not
3 sure why.

4 (Discussion off the record.)

5 MS. CHAMPION: Let's go off the record
6 for a minute.

7 THE VIDEO OPERATOR: The time is 2:42.
8 We're off the record.

9 (Recess at 2:43 p.m.,
10 resumed at 2:48 p.m.)

11 THE VIDEO OPERATOR: This is the
12 beginning of Media No. 5. We're back on the record.
13 The time is 2:47.

14 MS. CHAMPION: I'm going to mark as
15 Exhibit 19 a document labeled MKS-0000403.

16 MR. LIBBY: This is 19?

17 THE WITNESS: Should be 19.

18 MS. CHAMPION: Here we go. This, I
19 think, should clear things up.

20 (Sullivan Exhibit 19 was marked
21 for identification.)

22 BY MS. CHAMPION:

23 Q. So are those your -- What is this document,
24 first of all?

25 A. This is a confirmation that a wire had been

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 199

1 sent and there would be an invoice to back this up.
2 But it was confirmation from Bank of America.

3 Q. So that document is dated March 13, 2018,
4 right?

5 A. Yes.

6 Q. And it shows a \$75,000 payment?

7 A. Correct.

8 Q. So let's see if we can match that up with
9 an invoice. I note that your note says "\$25,000
10 services, \$50,000 reimbursements," right?

11 A. Yes.

12 Q. That's consistent with what you said
13 earlier?

14 A. Yes.

15 Q. Do you know whether those would have been
16 on the same invoice?

17 A. I believe they were two invoices. 25 and
18 then a 50.

19 Q. Got it, okay. That may be one reason I'm
20 confused because I don't think there's a \$75,000
21 invoice?

22 A. No. 25 and then a 50 would have been
23 for . . .

24 Q. Do you know whether it's any of the invoices
25 that I've already introduced as exhibits or you

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 200

1 can't tell?

2 A. If I were to guess properly, I think it
3 goes with Exhibit 15. And the only thing that we're
4 missing is the \$50,000 reimbursement invoice.

5 MS. CHAMPION: I'm going to mark this as
6 Exhibit 20. This is MKS-0000404. I think this
7 might be our \$50,000 invoice that we're looking for.

8 (Sullivan Exhibit 20 was marked
9 for identification.)

10 THE WITNESS: Yes.

11 BY MS. CHAMPION:

12 Q. Does that --

13 A. Correct.

14 Q. And that is for -- for reimbursements?

15 A. Yes.

16 MS. CHAMPION: Got it, okay.

17 MR. LIBBY: Can we just get a copy of
18 that when you . . .

19 MS. CHAMPION: Here. I've got one right
20 here that you can have.

21 BY MS. CHAMPION:

22 Q. So that is 404, right? And that is
23 Exhibit 20, right?

24 A. Yes.

25 Q. So then -- Okay. So Exhibit 18 goes with

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 201

1 Exhibit 14. Exhibit 19 goes with Exhibit 15. And
2 then Exhibit 13, which was the December 2017
3 invoice --

4 A. I'm assuming would go with Exhibit 16.

5 MS. CHAMPION: Okay. That makes sense.

6 And then let's introduce MKS-0000365 as
7 Exhibit 21.

8 (Sullivan Exhibit 21 was marked
9 for identification.)

10 BY MS. CHAMPION:

11 Q. So do you recall any other payments being
12 made to Mr. Donziger out of that CWP account?

13 A. There would have been -- No, none other.

14 Q. And do you know how he was receiving
15 payments prior to the creation of the CWP account?

16 A. No.

17 Q. So what is that document?

18 MR. LIBBY: Is this 21?

19 MS. CHAMPION: Yes.

20 THE WITNESS: This would have just been
21 a summary of outstanding payments. And the
22 September trip that was to Ecuador, apparently
23 \$45,000 was the cost to him.

24 BY MS. CHAMPION:

25 Q. The cost of -- his own personal cost for

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 202

1 the trip?

2 A. I don't have any backup, so I cannot say
3 definitively.

4 Q. You don't know whether that covered
5 expenses for anyone else who went on the trip? Like
6 you, for example?

7 A. I know the only thing that was covered for
8 me was the hotel for one or two nights. But it was
9 Phil Fontaine, Ed John. I think it was a trip that
10 was -- you know, Come to Ecuador and we'll cover all
11 the expenses.

12 Q. Got it.

13 A. And he fronted those.

14 Q. Got it, okay. You think Mr. Donziger
15 fronted them?

16 A. That's what -- Yeah. That's what I was
17 told.

18 Q. And was this paid to him?

19 A. No.

20 Q. And I have another invoice here for like
21 \$200,000, which based on your testimony so far, I'm
22 going to assume was not paid; is that correct?

23 A. Correct.

24 Q. Do you recall that invoice?

25 A. Correct.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 203

1 MS. CHAMPION: And do you know -- I'll
2 just go ahead and introduce that so we have it in
3 the record.

4 (Discussion off the record.)

5 MR. LIBBY: This is 22?

6 MS. CHAMPION: This will be 22, yes.

7 (Sullivan Exhibit 22 was marked
8 for identification.)

9 BY MS. CHAMPION:

10 Q. And do you know what this was for, this
11 \$200,000 invoice, which I'm handing you right now
12 marked as Exhibit 22, MKS-0000389?

13 A. This would have been for reimbursement of
14 legal and -- legal services and consultative
15 services and expenses for -- over the course of four
16 years.

17 Q. And what does the notation mean at the top,
18 "Do not pay until SRD approval"?

19 A. Because I received it, but I don't do
20 anything -- I don't make any payments until I get
21 approval to do so.

22 Q. And what was the approval separate from the
23 invoice? Because if he's submitting the invoice but
24 also responsible for approving it, what was the
25 separate step? How would he approve it? Would he

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 204

1 send you an email or tell you on the phone, Go ahead
2 and pay that? Like how would that work?

3 A. It was mixed. It was mixed. So this one --
4 you know, I would have just noted either maybe in a
5 phone call to say, You know, do not pay this until
6 he approves it. And I would just put it in a
7 folder.

8 MS. CHAMPION: I'm going to mark as
9 Exhibit 23, MKS-0000383.

10 (Sullivan Exhibit 23 was marked
11 for identification.)

12 MR. LIBBY: This is 23?

13 MS. CHAMPION: Exhibit 23, yes.

14 BY MS. CHAMPION:

15 Q. Can you tell me what this document is?
16 I mean, most of it's redacted. But it does say --
17 and I believe that's your handwriting, correct --

18 A. Yes.

19 Q. -- "Paid SRD 25K 1/24/18."

20 A. It would just be a confirmation of
21 Exhibit 16.

22 Q. The confirmation page, like from the bank?
23 I'm just -- I'm confused about what it is because
24 it's redacted. The other ones aren't. So is this a
25 confirmation page or is it something else?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 205

1 A. So on the top of it, it says "Payments
2 due."

3 Q. Um-hum.

4 A. And that date is actually 1/11/18, should
5 be.

6 Q. Got it, okay.

7 A. Because when you're in the year, it takes
8 about a month to do it right.

9 Q. Um-hum.

10 A. And this would be a summary of payments as
11 of 1/11 that were due for the case.

12 Q. So not just to Mr. Donziger?

13 A. No.

14 Q. And that's why it's redacted, to your
15 knowledge?

16 A. That's why it's redacted. And then there
17 would be just my notation of this amount. It was
18 probably a spreadsheet.

19 Q. Then I want to talk about some of these --
20 this whole thing with the University of Calgary --
21 that was another thing I was curious about.

22 So it looks like you were helping to set
23 up a conference there; is that right?

24 A. I was not helping to set up the conference.

25 Q. You were just -- you just received some

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 206

1 invoices related to it?

2 A. I was aware it was happening and, yes, I
3 received some -- there was expenses related to that.

4 Q. And were those paid out of the CWP account?

5 A. Yes.

6 MS. CHAMPION: I'm going to mark as
7 Exhibit 24, MKS-0000401.

8 (Sullivan Exhibit 24 was marked
9 for identification.)

10 MR. LIBBY: And these are -- What's
11 your --

12 MS. CHAMPION: I'm honestly just trying
13 to understand what the payments -- this is actually
14 an invoice from Mr. Donziger, so I'm just trying to
15 understand what this relates to.

16 MR. LIBBY: Okay.

17 BY MS. CHAMPION:

18 Q. So is this related to the conference?
19 These are payments to Mr. Donziger for the
20 conference, or what are they for, this invoice?

21 A. This would be an invoice submitted to the
22 Law Offices of Steven Donziger for the conference
23 that was in -- to be planned in November of '18, to
24 be paid.

25 Q. I see. So it's actually an invoice to

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 207

1 his --

2 A. Yes.

3 Q. -- law office?

4 A. University -- No. University of -- it was
5 an invoice to his law office and the University of
6 Calgary. Group for Education and Human Rights was
7 the recipient.

8 Q. Understood, okay. So would he have been in
9 charge of approving the payment of this invoice
10 also?

11 A. Yes.

12 MS. CHAMPION: And then I notice too
13 on -- I'll introduce MKS-0000399 as Exhibit 25.

14 (Sullivan Exhibit 25 was marked
15 for identification.)

16 BY MS. CHAMPION:

17 Q. So this one -- I just notice on this
18 form -- Did you fill out this form? It looks like
19 your handwriting, right?

20 A. I did.

21 Q. So when it says "Customer legal name" in
22 Section 3, "Law Office of Steven R. Donziger - CWP
23 Associates," what's the connection between those
24 entities?

25 A. The -- and this is somewhat unusual, but in

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 208

1 order to receive the wire, they required this form
2 to be filled out. And so I would have put "CWP
3 Associates" on there because the monies would have
4 referenced CWP.

5 Q. Okay.

6 A. I've never had to fill one of these out
7 before for initiating a wire, but that's what it was
8 related to.

9 Q. So it wasn't intended to convey that CWP
10 Associates and Law Office of Steven Donziger were
11 the same entity --

12 A. No.

13 Q. -- or related entitles?

14 A. No. No.

15 Q. And are they related?

16 A. No.

17 Q. Does CWP -- or did it, rather, have
18 officers or trustees or anything like that?

19 A. Nothing.

20 Q. Okay.

21 A. It would have been -- it's the umbrella of
22 Streamline, which is solely me.

23 Q. So when you fill out whatever form you fill
24 out in the Town Hall to create that, does it ask you
25 for like a business address or anything like that?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 209

1 A. I believe it does.

2 Q. And would that just say your business
3 address?

4 A. Yes.

5 Q. And your contact info?

6 A. Yes.

7 Q. And does it ask for officers, or do you
8 remember what you put for information?

9 A. Well, there are no officers for a d/b/a.

10 Q. I defer to you on that.

11 A. Yes.

12 Q. I don't know anything about that. I've
13 always been curious about that, actually.

14 A. You can start anything.

15 Q. So another question I wanted to ask also
16 was, you have a lot of Mr. Donziger's, it looks
17 like, personal financial records.

18 Were those just obtained from Mr. Rizack
19 or --

20 A. Yes.

21 Q. -- did you have any role with respect to
22 his personal finances?

23 A. None.

24 Q. And then the other thing would be his bank
25 accounts. Did you have knowledge of his bank

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 210

1 accounts?

2 A. The only knowledge I have was the
3 instructions that he gave me to wire his retainer
4 payments to.

5 Q. Okay.

6 A. Which I believe was the business account.

7 Q. And is that the only account you recall
8 making transfers to?

9 A. Yes.

10 Q. And so you were not -- I'm just going to
11 introduce a document that he produced. And, you
12 know, I think, you know, likely you're not aware of
13 anything else, but I just want to see --

14 A. That Mr. Rizack produced?

15 Q. No. That Donziger produced.

16 A. Okay.

17 Q. -- and find out if you're aware of any
18 other bank account. I'll find it. But there are a
19 few cleanup questions I want to ask you in the
20 meantime.

21 Do you know if at any point Mr. Donziger
22 closed any bank accounts he was using related to the
23 case? Are you aware of that?

24 A. Aware of none.

25 Q. And do you know where he banked, what his

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 211

1 bank is?

2 A. I assume TD.

3 MS. CHAMPION: Yes. That's consistent
4 with my understanding as well.

5 So let's mark this as Exhibit 26. It's
6 MKS-0000388.

7 (Sullivan Exhibit 26 was marked
8 for identification.)

9 BY MS. CHAMPION:

10 Q. That looks like a payment to Mr. Weyler.
11 Did Mr. Donziger direct you to make that payment?

12 A. I didn't make this payment.

13 Q. Okay.

14 A. This is coming from TD Bank to Rex Weyler.

15 Q. So you think this is a document you got
16 from Mr. Rizack, or why would you have it?

17 A. It would have been --

18 MR. LIBBY: 388 she produced or you say
19 that this came from?

20 MS. CHAMPION: She produced.

21 MR. LIBBY: Okay.

22 MS. CHAMPION: Yeah, I'm looking for the
23 document.

24 MR. LIBBY: Oh, I beg your pardon.

25 THE WITNESS: This would have come from

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 212

1 Mr. Rizack.

2 MS. CHAMPION: Fine. Now, this
3 document -- I have 3, 4 -- I don't know that I have
4 1 and 2. Do we have the first two pages of there?
5 Or maybe they only produced certain pages? I just
6 want to make sure that I give her a complete
7 document. It's 366 -- I'll just look back at your
8 production and make sure.

9 This is how we received it. So it's a
10 document, as we received it, Bates stamped
11 MKS-0000366 through 368 -- well, actually 36 -- 368,
12 yes. I'll mark that as Exhibit 27.

13 (Sullivan Exhibit 27 was marked
14 for identification.)

15 BY MS. CHAMPION:

16 Q. Can you just walk me through what this
17 document is.

18 A. It's a bank statement for Account 4660 0179
19 9158.

20 Q. Is that the CWP account?

21 A. Yes.

22 Q. And so these unredacted line items, these
23 reflect wires, right?

24 A. The unredacted reflect wires, yes.

25 Q. And so these are wires to Mr. Donziger?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 213

1 A. Well, these would be wires coming back
2 in -- these are deposits.

3 Q. And they're not redacted because they
4 relate to Mr. Donziger?

5 A. Yes. He -- when he gave me the first
6 instructions for the January, he gave me the wrong
7 account number. And I attempted it -- this was a
8 first -- I attempted it three times because I didn't
9 assume that he would have given me the wrong account
10 number.

11 Q. I see.

12 A. But --

13 Q. So these are just basically wires
14 returned -- you were trying to pay his December
15 invoice; is that correct?

16 A. Correct. And every time it got bounced
17 back. Three times.

18 Q. That's helpful. I was a little confused.

19 A. So was I.

20 Q. Then the next page, page 4 of 6, so 367,
21 those are all debits, right?

22 A. They're out -- yes, wired out.

23 Q. And the first one says 1/24 to Steven
24 Donziger, \$25,000; 1/26, \$25,000 to Donziger &
25 Associates; 1/29, Donziger and Associates; 1/30,

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 214

1 Donziger and Associates.

2 So they're each for \$25,000?

3 A. Right. So the first three are wires out.
4 And the three that are listed on the prior page are
5 them coming directly back in at the end of the
6 business day.

7 Q. I understand.

8 A. So the only one that went out, that truly
9 went out was on 1/30.

10 Q. Thank you. That clears up a lot. And then
11 the next page there, 368, at the top of the page, it
12 says, "Transfer Streamline Family of: Donziger and
13 Associates."

14 Is that a second -- that's a payment of
15 maybe the January invoice?

16 A. Yes. That was a -- I don't like paying
17 wire fees if I don't have to because they're \$30,
18 and so that is a transfer, an ACH debit --

19 Q. Got it.

20 A. -- which only cost \$3 or \$10. So that's
21 what that represents.

22 Q. Got it. Oh, right. And because it was
23 CWP, you could transfer without that fee; is that
24 right?

25 A. I think it's just the way that they -- the

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 215

1 banks, the way they reference -- it doesn't go
2 through the fed reference system. It goes through
3 the banking system.

4 MS. CHAMPION: Got it, okay. And again
5 if we go -- I think this actually might be a
6 separate document. I'm going to introduce this as
7 Exhibit 28. And this is MKS-0000369 through -- oh,
8 no. This is just one page. This is one page
9 standing alone. This is how it was produced to us.
10 So it says page 3 of 4, but we only have that page.

11 THE WITNESS: Yes.

12 (Sullivan Exhibit 28 was marked
13 for identification.)

14 BY MS. CHAMPION:

15 Q. So can you clarify for me what this is.

16 A. This would be a wire transfer of \$75,000,
17 representing \$25,000 of services and \$50,000 of --

18 Q. Expenses?

19 A. -- expense reimbursement.

20 MS. CHAMPION: I think we are almost
21 done here.

22 So I'm just going to hand you
23 MKS-0000428. We'll mark this as Exhibit 29.

24 (Sullivan Exhibit 29 was marked
25 for identification.)

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 216

1 BY MS. CHAMPION:

2 Q. Can you just tell me what that document is
3 and why you have it.

4 A. It's a --

5 MR. LIBBY: Hang on a second.

6 (Discussion off the record.)

7 BY MS. CHAMPION:

8 Q. What is this document? I mean, it looks
9 like a bank record for Mr. Donziger, right?

10 A. It's a bank statement.

11 Q. So why do you have it?

12 A. Because it's from -- if it's from 2014, it
13 came in a box from Josh Rizack.

14 Q. Oh, okay. For some reason, I thought this
15 said 2017. I think I couldn't read it very well
16 because it's a little bit unclear, the copy?

17 A. Yes.

18 Q. So this would just have been in the Rizack
19 documents?

20 A. Yes.

21 MS. CHAMPION: Let me make sure there's
22 no more of these I need to cover with you, but I
23 think I'm almost done.

24 Let's just take a 90-second break.

25 Because I think I might be done, but I want to look

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 217

1 through my outline real quick.

2 MR. LIBBY: We can do that.

3 THE VIDEO OPERATOR: The time is 3:09.
4 We're off the record.

5 (Recess at 3:10 p.m.,
6 resumed at 3:16 p.m.)

7 THE VIDEO OPERATOR: This is the
8 beginning of Media No. 5. We're back on the record.
9 The time is 3:16.

10 MS. CHAMPION: I'm going to hand you
11 what I've marked as Exhibit 30. It's MKS-0000011.

12 (Sullivan Exhibit 30 was marked
13 for identification.)

14 BY MS. CHAMPION:

15 Q. This is an email -- an email chain sent
16 after the Elliott meeting; is that correct?

17 A. Correct.

18 Q. Between you and Mr. -- how do you say it
19 again?

20 A. van Merkensteijn.

21 Q. And I just wanted to ask you about what you
22 meant at the top there where you said, "They would
23 be an incredible powerhouse to align with and use
24 their influence to overwhelm Chevron, even outside
25 of the courts, which could be even more effective."

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 218

1 What did you mean by that?

2 A. What I meant by that is that me having
3 no -- not being able to understand the legal things,
4 I was making an assumption that there are things
5 that can you do outside of a court environment
6 strategically.

7 Q. That would help you prevail in the court
8 case or otherwise how would they be to your
9 advantage?

10 A. I would say that they would influence it in
11 some way.

12 Q. In what way?

13 A. I don't know. Shareholder services types
14 of things or -- I'm trying to think of other --
15 I don't know. It's not my area of strategy.

16 Q. So when you say "could be even more
17 effective," do you mean more effective in getting
18 Chevron to pay? Is that what you mean?

19 A. Even outside of the courts, which could be
20 even more effective. Yeah. Yeah. Things happen
21 inside the courts and things happen outside the
22 courts.

23 Q. I agree with that. And when you say,
24 "I know much of this momentum started with you,"
25 what do you mean by that?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 219

1 A. He is -- he's a very incredibly positive
2 person. And has always been -- I've met him through
3 Pachamama Alliance, so I just really, really respect
4 and like him. And he supports the Pachamama
5 Alliance and the rain forest and the Ecuadorian
6 mission.

7 MS. CHAMPION: I'm going to hand you
8 what I've marked as Exhibit 31, a document produced
9 by Mr. Donziger. I only have one copy of this so if
10 you can let your counsel see it.

11 MR. LIBBY: I'll just take a peek.

12 (Sullivan Exhibit 31 was marked
13 for identification.)

14 BY MS. CHAMPION:

15 Q. Since this is a document produced by
16 Mr. Donziger, he didn't Bates number it. But as you
17 can see, it purports to list his bank accounts. And
18 I know you said you were not aware of any account
19 outside of the one that you made payments to or that
20 CWP made payments to, but I just want you to take a
21 look at that list and see if you remember anything
22 else. Any other bank accounts he has, any other
23 banks he banks with, any trusts he might have.

24 A. I'm not aware of any. The only account I
25 was aware of was the one I was wiring money to and

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 220

1 its existence.

2 Q. What about any real property that he owns?

3 Are you aware of any real property that he owns?

4 A. I knew that he received some real estate
5 from his parents' estate. Beyond that, I have no
6 idea.

7 Q. And you don't have any specific knowledge
8 of what that property was?

9 A. Don't even know what it is or where it is.
10 It's just real estate.

11 MS. CHAMPION: I'm going to mark as
12 Exhibit 32 -- this is a document that was attached
13 to Mr. Grinberg's declaration that we filed with our
14 contempt motion.

15 (Sullivan Exhibit 32 was marked
16 for identification.)

17 BY MS. CHAMPION:

18 Q. Did you read his declaration?

19 A. I think I did.

20 Q. Well, these are his notes that he attaches
21 as an exhibit to that declaration. And I just want
22 to ask you a few questions about -- if they refresh
23 your recollection about what was discussed at the
24 meeting.

25 For example, down in the bottom

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 221

1 left-hand corner, you'll see it says, "Can money
2 come into the U.S.?"

3 Do you have any recollection of a
4 discussion about whether the money could come into
5 the U.S.?

6 A. No.

7 Q. And up at the top where it says,
8 "\$33 million, third party funders, individuals,"
9 does that refresh your recollection about anything
10 that was discussed at the meeting regarding, for
11 example, how much money had been raised in support
12 of the Ecuadorian litigation?

13 A. I believe that's what it was referencing.
14 I don't know the total to validate that number.
15 But . . .

16 Q. Do you think that's a number Mr. Donziger
17 would have supplied as opposed to you?

18 A. I definitely would not have supplied it.

19 Q. And then how about further down where he
20 says, "Canada as jurisdiction - don't want to have a
21 trial"?

22 Do you remember any discussion about a
23 trial in Canada? Who didn't want to have a trial?
24 Was it the Ecuadorian plaintiffs? Was it Chevron?
25 Do you recall anything like that?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 222

1 A. I don't. I -- No. Just that I think in
2 general, most people try to avoid a trial when
3 possible.

4 Q. Okay. I don't think I have any further
5 questions about this document. I just have a couple
6 more questions and then I'll let you go.

7 A. Okay.

8 Q. Who owned the money in the CWP account?

9 A. It would be for the benefit of the FDA.

10 Q. So you testified earlier that Mr. Donziger
11 approved payments to himself out of that account,
12 right?

13 A. Correct.

14 Q. So was it your understanding that the FDA
15 approved those payments, or was there any process
16 you were aware of for him getting approval?

17 A. My understanding was that the FDA had
18 granted him the responsibility to manage the case.

19 Q. Are you aware of any funding agreement
20 signed since the entry of the RICO injunction that
21 included proceeds that were paid in part to
22 Mr. Donziger over the years since that judgment was
23 issued?

24 A. Can you ask that question again.

25 Q. Yes. It's a little bit compound, but I

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 223

1 don't want to run afoul of the order, so I'm just
2 trying to ask it in a way that includes all of the
3 limitations.

4 Are you aware of any funding agreement
5 signed since the entry of the RICO judgment that
6 resulted in proceeds that were paid in part to
7 Mr. Donziger? In whole or in part to Mr. Donziger.

8 A. I'm aware of none.

9 Q. You're aware -- But you did say that funds
10 were received at the end of 2017, a portion at least
11 of which was paid to Mr. Donziger, right?

12 A. I said the bank account was opened in
13 December of 2017.

14 Q. So you're not aware of any funding agreement
15 that resulted in those funds being placed in the
16 account that were then paid over in part to
17 Mr. Donziger? You're not aware of the signing of
18 any funding agreement?

19 MR. LIBBY: Do you want to restate the
20 question?

21 MS. CHAMPION: Can the court reporter
22 read it back.

23 (Record read as requested.)

24 MR. LIBBY: Do you understand the
25 question?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 224

1 THE WITNESS: Not really.

2 MR. LIBBY: Okay.

3 BY MS. CHAMPION:

4 Q. Okay. So your counsel has instructed you
5 not to respond to questions about the sources of
6 funds. What about the timing of funds? The funds
7 that came into that account, the CWP account, when
8 were they obtained by the FDA or the LAPs?

9 Because we know that those funds were
10 used in part to pay Mr. Donziger. So they fall
11 within Section C of the order, right?

12 MR. LIBBY: Well --

13 BY MS. CHAMPION:

14 Q. When were they received? I understand they
15 were placed into this account in December 2017,
16 right? But when were they received?

17 MR. LIBBY: I think that asks to link
18 together, connect together some potentially
19 disparate things, and I think that's the difficulty
20 I'm having with that. You're making a presumption
21 about source of funds there in the CWP account. And
22 then adding timing on top of that. And I'm having
23 difficulty on that.

24 MS. CHAMPION: Well, she's already
25 testified that there were funds in the CWP account

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 225

1 that were used in part to pay Mr. Donziger that came
2 from the proceeds of financing provided in exchange
3 for a percentage of the proceeds of the Ecuadorian
4 judgment.

5 MR. LIBBY: Do you recall that testimony?

6 I don't remember when that was.

7 THE WITNESS: I . . .

8 BY MS. CHAMPION:

9 Q. I asked you earlier, did 100 percent of the
10 money -- the payments she identified, the \$25,000,
11 the \$25,000, and the \$75,000 -- did 100 percent of
12 that money come out of financing provided in
13 exchange for a percentage" of the proceeds?

14 And you said, "That is my understanding."

15 MR. LIBBY: Okay.

16 BY MS. CHAMPION:

17 Q. So I'm asking you, when that money was
18 raised.

19 MR. LIBBY: If you know. Just --

20 Hang on a second. When it was raised?

21 MS. CHAMPION: Yes.

22 MR. LIBBY: No, that's -- that's
23 sneaking back across the line, Anne, paragraph 5
24 compliance discovery. It just is.

25 MS. CHAMPION: All right. Well, we

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 226

1 disagree on that. Are you instructing the witness
2 not to answer?

3 MR. LIBBY: Yeah, I am. I'm sorry. But
4 I think that it is. I think it's across the line.

5 MS. CHAMPION: Well, again, we disagree.
6 I'd like you to instruct her not to answer.

7 MR. LIBBY: I'll instruct the witness
8 not to answer.

9 Are you good?

10 MS. CHAMPION: I think we're done.
11 Thank you very much for your time.

12 THE WITNESS: Thank you.

13 MS. CHAMPION: I know it's stressful to
14 come here and I appreciate your time.

15 THE WITNESS: Thank you for getting me
16 in and out.

17 THE VIDEO OPERATOR: We're going off the
18 record at 3:28 p.m. This concludes today's
19 testimony in the deposition of Katie Sullivan. The
20 number of media used was six and will be retained by
21 Veritext.

22 MS. CHAMPION: Did you designate it
23 confidential on the record?

24 MR. LIBBY: Yes.

25 MS. CHAMPION: You did?

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 227

1 MR. LIBBY: I think we did. For the
2 record, I'd like to deem the entire transcript of
3 this proceeding, this particular deposition, to fall
4 under the protective order of January 11, 2013 and
5 be deemed confidential for all those purposes.

6 MS. CHAMPION: I'd like to state our
7 agreement before the deposition that Chevron can
8 nonetheless use this transcript --

9 MR. LIBBY: Oh, yeah.

10 MS. CHAMPION: -- at the --

11 MR. LIBBY: At the hearing.

12 MS. CHAMPION: And at the deposition of
13 Mr. Donziger.

14 MR. LIBBY: That's fine. I think that's
15 provided for in the agreement.

16 MS. CHAMPION: There is. But there's a
17 provision in the agreement that says if we're going
18 to use it in open court, we should have a conference.

19 MR. LIBBY: Yes.

20 MS. CHAMPION: So if we're going to do
21 anything crazy, I'll let you know.

22 MR. LIBBY: Well, can we just close the
23 loop on that, let me take a peek at the thing, and
24 then I'll just confirm with you.

25 MS. CHAMPION: Yes. And then the other

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 228

1 thing I would like to say is, of course, that
2 Chevron reserves all rights to recall Ms. Sullivan,
3 in particular since she was instructed not to answer
4 certain questions where there's a dispute between
5 the parties as to whether they fall within the
6 permissible scope of this deposition.

7 And so Chevron reserves all rights. And
8 we also reserve rights as to the designation of the
9 transcript as confidential.

10 MR. LIBBY: But you don't expect that's
11 going to be controversial?

12 MS. CHAMPION: No, I don't think that
13 will be controversial but --

14 MR. LIBBY: But as to its scope and
15 application; is that what you meant?

16 MS. CHAMPION: Well, I think there may
17 be portions that we would view as not really
18 confidential, but we can cross that bridge when we
19 come to it.

20 MR. LIBBY: We can cross that bridge.
21 Okay. That's fine.

22 (Deposition concluded at 3:31 p.m.)
23
24
25

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 229

C E R T I F I C A T E

I, Kimberly A. Smith, a Certified Realtime Reporter, Certified Realtime Captioner, Registered Diplomat Reporter, Realtime Systems Administrator, and Notary Public in and for the Commonwealth of Massachusetts, do hereby certify that the foregoing deposition of MARY K. SULLIVAN, who was first duly sworn, taken at the place and on the date hereinbefore set forth, was stenographically reported by me and later reduced to print through computer-aided transcription, and the foregoing is a full and true record of the testimony given by the deponent.

I further certify that I am a disinterested person in the event or outcome of this cause of action.

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO ANY REPRODUCTION OF THE SAME BY ANY MEANS UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING COURT REPORTER.

Signed this 22nd day of June, 2018.



KIMBERLY A. SMITH, CRR, CRC, RDR

My commission expires: November 20, 2020

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 230

1 ERRATA SHEET DISTRIBUTION INFORMATION

2 DEPONENT'S ERRATA & SIGNATURE INSTRUCTIONS

3
4
5 ERRATA SHEET DISTRIBUTION INFORMATION

6 The original of the Errata Sheet has been
7 delivered to Frank A. Libby, Jr., Esquire.

8 When the Errata Sheet has been completed by the
9 deponent and signed, a copy thereof should be
10 delivered to each party of record and the ORIGINAL
11 forwarded to Anne Marie Champion, Esquire, to whom
12 the original deposition transcript was delivered.

13
14
15 INSTRUCTIONS TO DEPONENT

16 After reading this volume of your deposition,
17 please indicate any corrections or changes to your
18 testimony and the reasons therefor on the Errata
19 Sheet supplied to you and sign it. DO NOT make
20 marks or notations on the transcript volume itself.
21 Add additional sheets if necessary. Please refer to
22 the above instructions for Errata Sheet distribution
23 information.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Page 231

1 PLEASE ATTACH TO THE DEPOSITION OF MARY K. SULLIVAN
2 CASE: CHEVRON CORPORATION v. STEVEN DONZIGER, et al.
3 DATE TAKEN: June 21, 2018

ERRATA SHEET

5 Please refer to page 230 for Errata Sheet
6 instructions and distribution instructions.

7	PAGE	LINE	CHANGE	REASON
---	------	------	--------	--------

8	<hr/>			
9	<hr/>			
10	<hr/>			
11	<hr/>			
12	<hr/>			
13	<hr/>			
14	<hr/>			
15	<hr/>			
16	<hr/>			
17	<hr/>			
18	<hr/>			

19 I have read the foregoing transcript of my
20 deposition and except for any corrections or changes
21 noted above, I hereby subscribe to the transcript as
22 an accurate record of the statements made by me.

23 Executed this _____ day of _____, 2018.

24 _____

25 MARY K. SULLIVAN

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[& - 19]

Page 1

&	0000374 4:23	1/11 205:11	13 4:24 110:5,22
& 2:3,12 7:8	0000383 5:11	1/11/18 205:4	189:1,3 190:15
213:24 230:2	204:9	1/24 195:10	191:20 199:3
0	0000388 5:14	213:23	201:2
0000011 5:18	211:6	1/24/18 204:19	130 65:4
217:11	0000389 5:10	1/26 213:24	14 4:25 190:13,13
0000022 4:16 68:9	203:12	1/29 213:25	190:20,21 194:17
0000027 4:16	0000390 5:5 193:9	1/30 213:25 214:9	194:20,21 197:2
0000031 4:21	0000395 5:4 193:3	10 4:21 106:8,10	201:1
106:8	0000396 4:24	135:12 158:9	140 53:12
0000032 4:21	189:2	214:20	149 111:15,16
0000037 4:17	0000397 5:6 194:6	100 10:16 27:14	129:20
69:24	0000398 4:25	46:4,4,11 90:23	15 5:3 105:16
0000061 4:12 26:9	190:20	91:19,21 94:8	110:5,22 123:14
0000066 4:12	0000399 5:13	130:3 134:5,6	137:21,25 138:1
0000090 4:20	207:13	137:3 170:2 171:6	191:25 192:1
77:10	0000401 5:12	225:9,11	200:3 201:1
0000094 4:20	206:7	100,000 83:21	15-16 123:13
0000105 4:19 76:8	0000403 5:7	10166-0193 2:7	152 144:17
0000106 4:19	198:15	106 4:8,21	153 147:2
0000110 4:18	0000404 5:8 200:6	10:06 6:2	154 129:20
71:20	0000405 5:3	10:07 1:16	155 111:23
0000112 4:18	191:25	10:54 50:13	156 111:8,17,23
0000130 4:15	0000428 5:17	10:55 50:15	158 4:23
0000134 4:15	215:23	11 1:3 4:22 6:14	16 5:4 26:5 192:25
0000139 4:13	000110 71:11	53:21 111:7,9,12	193:1,10,12,24
53:12	0179 212:18	111:13,14 227:4	195:9,21,22,23
0000140 4:13	02116 1:19 3:7	110 2:14	196:2,4,19 201:4
0000149 4:22	06 76:8	111 4:22	204:21
111:7	0691 1:3 6:14	112 71:11,20	17 5:5 14:4 69:21
0000156 4:22	53:21	11:00 50:16,19	88:6 193:9,10,11
0000365 5:9 201:6	07932-0992 2:16	12 4:23 111:11	193:17,22,23
0000366 5:15	1	139:25 157:23	195:5,20 196:9,16
212:11	1 4:12 6:10 25:12	158:1,3,4	1782 116:24 117:3
0000368 5:15	25:14 26:8 89:23	129 64:25 65:10	18 5:6 194:6,7,16
0000369 5:16	129:24 130:1,1,4	12:07 105:19	194:20,21 197:3,7
215:7	130:20 138:25	12:08 105:21	197:8 200:25
0000370 4:23	158:16 212:4	12:30 105:23	206:23
157:25	1,000 179:7	12:41 106:5	189 4:24
	1-231 1:12	12:42 106:2	19 5:7 14:24 15:18
			15:24 37:23 38:1

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[19 - 535-2627]

Page 2

53:16,22 54:3 79:2 198:15,16,17 198:20 201:1 190 4:25 192 5:3 193 5:4,5 194 5:6 198 5:7 1:30 150:9,14 1:38 157:14 1:39 157:16 1:52 157:20 1:53 157:17	170:9,10 175:21 176:15 179:14 191:2,13 199:3 229:21 231:3,23 2020 229:25 2027 53:20 203 5:10 204 5:11 206 5:12 207 5:13 21 1:16 5:9 6:2 201:7,8,18 231:3 211 5:14 212 2:8 5:15 215 5:16,17 217 5:18 219 5:19 22 5:10 203:5,6,7 203:12 220 5:20 22nd 229:21 23 5:11 204:9,10 204:12,13 230 231:5 24 5:12 193:6 195:14 196:19 206:7,8 25 4:12 5:13 134:7 199:17,22 207:13 207:14 25,000 83:21 86:6 86:6 91:20,21 176:13,13,21,22 177:6 190:17 191:2,8 192:5 196:23 197:23 199:9 213:24,24 214:2 215:17 225:10,11 25k 204:19	26 5:14 211:5,7 27 5:15 68:9 212:12,13 28 5:16 215:7,12 29 5:17 215:23,24 2:42 198:7 2:43 198:9 2:47 198:13 2:48 198:10	388 211:18 390 193:21,22 195:5,13 196:12 196:13,14 395 195:18,19 196:19 397 196:22 197:5 399 1:18 3:6 6:17 3:09 217:3 3:10 217:5 3:16 217:6,9 3:28 226:18 3:31 228:22
2		3	
2 4:13 50:18 53:11 53:13 54:2 130:1 158:17 212:4 2-3 139:17 140:2 2/2 194:16 2/2/2018 191:4 20 5:8 126:17 135:12 188:24 200:6,8,23 229:25 200 2:6 5:8 200,000 89:23 202:21 203:11 2003 9:25 2005 9:23 10:7 201 5:9 2013 227:4 2014 216:12 2016 11:25 13:3,4 135:9,9 184:1,2 2017 13:10 26:5 54:3 63:15 112:1 167:7 170:9 191:22 201:2 216:15 223:10,13 224:15 2018 1:16 6:3 53:22 86:12,13		3 4:14 15:20 53:16 53:19,23 56:4 79:2,3 80:18 85:5 91:12 92:20 93:17 106:4 133:9 207:22 212:3 214:20 215:10 30 5:18 12:7 15:8 137:22 138:1 180:16 214:17 217:11,12 300 10:15 31 5:19 219:8,12 32 5:20 106:8 220:12,15 325 2:14 33 221:8 338-9300 3:8 34 28:2 65:4 351-4000 2:8 36 212:11 366 212:7 367 213:20 368 212:11,11 214:11 371 159:4 372 161:8 373 166:9 374 157:25 167:6 38 70:8,12	4
			4 4:15 64:23 65:15 65:16,17 157:19 212:3 213:20 215:10 400 114:23,24 403 198:1 404 200:22 45,000 201:23 4660 212:18 4:00 64:10 65:24
			5
			5 4:16 15:21 49:15 56:4 68:1,4,8 79:9 85:6,11,14 88:22 89:16 93:18 123:20 134:10 198:12 217:8 225:23 50 199:18,22 50,000 176:23 197:23 199:10 200:4,7 215:17 500 10:16 53 4:13,14 535-2627 2:17

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[57th - ahead]

Page 3

57th 161:2	91 98:20 101:9	achampion 2:9	affect 8:8 38:20
6	9158 212:19	acknowledging	44:24 45:5 46:6
6 4:17 63:15 69:23	92 97:25	107:21	51:10
70:1,14 108:2	93 77:18	acquired 98:23,25	affiliations 7:1
112:1 167:7	94 77:11	99:8,14 103:24	affirmed 151:22
213:20	973 2:17	acting 19:11 97:17	affirming 99:21
6.3 110:4,9,10,14	992 2:15	action 6:23 76:23	99:22
123:2 125:1 132:9	a	79:16 95:11,14	afield 15:25 21:10
132:22 133:2	a.m. 1:16 6:2	97:20 105:4,7,12	38:6 42:1
6/19/18 4:14	50:15,16	127:4 148:25	afn 78:5,6
61 38:10	aaron 36:24 95:6	149:4 229:16	afoul 223:1
617 3:8	able 20:6 76:22	actions 95:18	afternoon 4:7
62 32:2	180:20 194:23	114:10 142:20	63:19 106:1,6
63 31:2	218:3	active 95:15	aggressive 26:25
65 4:15 26:12	absolutely 146:23	137:11	ago 34:7 105:16
125:15,19	accepted 12:5	actively 163:20	agree 6:9 27:14,17
66 26:10	access 104:9	activist 25:9 26:21	194:11 218:23
68 4:16	account 87:16	27:5,6,10,11 40:15	agreed 15:14
7	178:23 181:14,15	40:16 41:15 58:2	133:16 138:22
7 4:6,18 71:10,12	184:21,24 196:8	58:4	154:10
70 4:17	201:12,15 206:4	actual 35:13 47:19	agreement 125:11
71 4:18	210:6,7,18 212:18	48:4 49:4 91:14	173:2 177:5
75,000 86:6 91:21	212:20 213:7,9	112:9,12 142:15	222:19 223:4,14
176:13,22 189:12	219:18,24 222:8	add 102:4 230:21	223:18 227:7,15
197:13 199:6,20	222:11 223:12,16	adding 224:22	227:17
215:16 225:11	224:7,7,15,21,25	additional 230:21	agreements
76 4:19	accountability	address 72:19	124:11 130:25
77 4:20	56:22 57:21,25	73:17 74:4 208:25	131:11 132:4
7:30 150:12	58:3,5,7 158:22	209:3	168:12,15
8	accountable 58:8	addresses 78:18	agrio 11:18 80:11
8 4:19 76:7,9 93:9	58:11	administer 6:22	81:10,19 82:4,10
9	accountant 10:23	administrator	82:19 83:2,10
9 4:20 77:10,14	accounts 5:19	1:24 229:4	114:11 136:4
93:9,10 139:24	209:25 210:1,22	admonition 93:16	140:15
9-12 139:18,20	219:17,22	134:9	agustin 69:11 97:2
140:5	accumulates	adult 171:3	97:10
90 101:9 102:4	139:25	advance 55:4	ahead 19:24 21:17
155:10,17 216:24	accurate 63:22	67:12	22:7 26:22 36:3
	231:22	advantage 218:9	45:25 51:2 79:11
	ach 214:18	advisers 10:21,24	81:13 87:23 91:25
			102:20 103:20

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[ahead - associates]

Page 4

135:15 138:13 203:2 204:1 aherrera 2:10 aided 229:11 ain't 84:10 al 1:9 6:12 231:2 alan 97:21 alejandro 2:5 7:5 180:6 198:1 align 217:23 allegations 72:2 72:15,21 73:4 alliance 12:4 182:18 183:4,6 219:3,5 allocated 110:7 allow 50:24 allowed 15:2 39:1 49:13 ambiguity 155:9 155:16 america 87:16 181:18 199:2 american 178:22 amount 17:19 87:7 90:16 124:9 139:20 145:3 205:17 amounts 90:13 121:3 127:18 134:13 analysis 175:12 176:1 analysts 28:17 analyze 175:10,11 andrew 159:15,18 anne 2:4 7:3 14:9 21:10 31:21 33:8 37:1 42:9 47:1 56:8 60:13 65:7 83:12 89:16 92:16	186:3 225:23 230:11 answer 15:9 17:21 17:24 18:8,12,16 19:4,7,9 21:11 22:7,8 31:23 32:21 33:5 37:9 38:6 40:5 42:10 47:22 48:15 50:24 55:24 79:10,11 80:14 87:1 92:4 93:16 123:22,24 131:6 134:11 171:23 226:2,6,8 228:3 answered 19:8 45:23 answers 8:12 anticipated 80:22 88:9 90:12 anticipation 88:8 anybody 51:20 58:25 60:23 69:13 69:15 108:16 184:23 188:8 anymore 56:12 anyplace 76:4 apologies 107:7 apologize 65:9 71:14 119:4 apologizing 153:15 apparently 107:19 201:22 appeal 166:17,19 appeals 99:22 appearances 2:1 3:1 7:1 appears 16:14 98:20 164:23 194:10	appellate 99:20 application 228:15 apply 229:18 appreciate 38:10 38:12 39:13 60:8 60:11 226:14 approach 48:2 59:6 approached 42:12 approaching 30:9 42:21 47:25 appropriate 38:3 approval 203:18 203:21,22 222:16 approve 125:13 185:23 203:25 approved 184:17 222:11,15 approves 204:6 approving 177:9 189:18 203:24 207:9 approximately 61:17 138:1 architect 68:14 area 126:20,22 218:15 areas 14:25 15:12 15:19 16:18,24 argentina 114:3 114:12,24 115:4 argentinian 61:20 arguably 186:22 argue 48:14 186:13 argument 17:15 133:13 186:8 188:3 argumentative 103:18	arisen 127:22 arrived 108:8 arrow 118:19,20 aside 41:25 95:14 asked 45:23 55:6,9 55:18 59:14 70:19 81:1,4 88:20 98:16 101:2 126:24 171:18 177:1 225:9 asking 19:20 21:4 21:13,15 22:3 30:19 47:17,18 48:1,2,13 49:6,12 56:17 59:9 68:20 75:11 84:24,25 85:11,13,19 88:22 100:2 103:5 126:15,18 127:3 169:4 172:4 177:2 188:10 225:17 asks 224:17 ass 25:19 26:19 asset 147:4 187:13 assets 10:11,15,17 16:20 84:12,17,22 85:12,16 114:24 133:7,11 140:10 140:14,16 148:2,3 182:11 186:4 assistant 55:5 59:3 62:20 65:22 associate 39:20 associated 12:15 12:17 associates 87:15 87:18 89:4 177:19 178:15 180:10 181:2 184:21 196:24 207:23 208:3,10 213:25
--	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[associates - believe]

Page 5

213:25 214:1,13 assume 29:12 58:3 65:23 100:3 112:20 115:20 141:17 152:20 202:22 211:2 213:9 assumed 100:5,7 100:11 assuming 39:25 55:8 112:7 123:3 138:6 148:2,9 153:9 169:25 184:4 191:15 201:4 assumption 29:22 30:7 100:12 123:6 154:19 218:4 athenahealth 62:9 62:10 attach 231:1 attached 220:12 attaches 220:20 attachment 54:5 68:9 attack 142:12 148:8,13 attempt 21:8 37:3 42:8,15 47:5,6,19 48:5 49:2 167:1 175:17 attempted 21:22 213:7,8 attempting 173:17 attention 106:20 attenuated 188:16 attorney 79:14,17 79:20 80:1,2 95:7 162:24 attorneys 152:21 163:4 168:21	169:14 audio 6:7,7 august 13:4 135:9 135:10 aulestia 96:12 australia 113:10 113:13,18,21,23 137:8,9,12 authenticity 162:17 author 12:1 authority 130:25 132:3,16 162:18 162:19 163:8 authorized 6:21 avenue 2:6 average 10:15 avoid 48:23 222:2 aware 18:22 20:20 60:5,23 82:13 83:8,17 84:4,8,19 84:22,25 85:20 86:2,5 94:3,12,19 95:18 96:2 98:12 98:15,18 114:10 122:7 124:22 125:4 132:23 133:23 137:14 168:25 171:25 172:18 176:10 177:5 182:11 183:2,17,25 206:2 210:12,17,23,24 219:18,24,25 220:3 222:16,19 223:4,8,9,14,17 awesome 66:3	186:18 187:9 209:9 bachelor's 9:3 back 12:25 13:13 37:12 43:16 46:11 50:18,21 75:13 77:13,13 81:5 92:17 93:8,11 106:4,22 119:17 120:7 121:2 129:15 132:21 152:13 157:19 190:15 191:14 198:12 199:1 212:7 213:1,17 214:5 217:8 223:22 225:23 background 9:1 14:10,13 67:23 138:16 backup 189:9,15 189:20,25 202:2 backwards 187:1 ballpark 135:12 banco 9:13 120:14 bank 5:19 87:15 87:16 120:7,8,15 181:14,15,18 199:2 204:22 209:24,25 210:18 210:22 211:1,14 212:18 216:9,10 219:17,22 223:12 banked 210:25 banking 215:3 banks 215:1 219:23,23 base 14:20 31:3 based 18:19 23:8 123:3 131:10,15 133:24 202:21	baseline 187:1,23 basement 183:1 basically 62:12 159:8 171:5 213:13 basis 45:21 56:1,6 basketball 183:1 bates 26:9 53:12 64:25 65:4 68:9 69:24 71:10,19 77:10 195:16 196:14,19 198:1 212:10 219:16 battle 104:20,20 104:22,23,25 164:3,4 battles 162:19 164:13,13,16,17 164:18,18 beautiful 13:15 beer 139:12 beg 123:23 211:24 beginning 50:18 86:10 104:21 106:4 129:15 157:19 162:11 197:15 198:12 217:8 behalf 7:6,8 8:21 13:1 19:12 20:17 belief 57:1 196:5 believe 25:11 55:12 94:22 96:17 97:21 115:10 130:3 132:24 133:19 138:2 139:10 148:22 149:11 154:13 165:1 172:25 180:6 182:23 183:2 185:14
	b		
	b 84:16 85:2 87:19 91:8 124:16 133:17 181:2		

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[believe - case]

Page 6

196:2 199:17 204:17 209:1 210:6 221:13 bell 120:15 185:7 benefit 95:5 173:23 187:2,13 222:9 benefitted 186:8 benefitting 186:23 benjamin 3:5 7:11 best 27:20 77:23 98:21 bet 51:18 better 8:13 82:24 141:3 161:13,15 173:24 178:8 179:10 beyond 42:6,23,23 47:1 89:6,7 98:4 107:8 152:16 220:5 big 12:23 25:6 38:10,12,15,21 39:14,16 40:2 41:3,3 143:22 144:6,7,8 bill 6:18 50:10 billion 28:2,7 139:17,18,24,25 140:2,5 billions 28:18 29:10 bit 41:6 51:6 53:9 67:22 156:21 157:24 198:2 216:16 222:25 blind 159:9 167:10 blindly 67:24 block 139:18 140:5	bold 43:20 bond 115:3 bono 171:5,5 book 11:25 52:6 56:16 bookkeeping 179:10,11 boost 136:16 borrowing 182:8 boston 1:19 3:7 6:18 9:14,16 bottom 26:1,11 41:16 77:17,18,21 93:11 164:25 165:12 166:22 167:25 195:17 220:25 bought 12:25 25:18 26:18 bounced 213:16 bound 14:23 boundary 107:20 bounds 79:1 box 2:15 52:7 176:4 216:13 boxes 169:12,13 boycott 120:17,20 121:20 boycotts 120:23 boylston 1:18 3:6 6:17 brain 67:15 brazil 114:3,11 brazilian 115:11 break 8:17 50:11 93:6 105:16,17 157:9 216:24 breaking 107:20 bridge 228:18,20 briefly 8:25 10:12 37:11 96:14	bring 22:25 28:17 28:23,24 30:22 136:17 146:9 bringing 145:21 broad 83:12 brought 23:21 117:12,17 btowbin 3:10 bubble 13:22 bunch 168:24 burden 11:1 bush 59:12,24 60:19 61:3 62:14 167:18,18 bush's 62:10 business 9:18,21 10:8 11:11 20:17 23:7 24:15 122:7 170:25 174:11 178:1 180:13,22 180:25 208:25 209:2 210:6 214:6 businessperson 80:3 busy 59:4 buy 46:3,5,11 buying 62:9 89:23 buzzword 166:21 c c 80:16,19 84:14 88:18 91:7,9,10 224:11 229:1,1 c.a. 1:3 calgary 205:20 207:6 call 11:17 18:20 61:23 64:5 130:11 165:14,23 171:5 172:3 204:5 called 11:25 26:21 27:5,6,11 61:13	143:7 calling 171:22 calls 63:2 135:21 campaign 162:9 canada 76:16 78:5 78:20 79:17,20 80:4,6 115:25 118:14 119:11 137:7,18 148:23 221:20,23 canadian 76:23 79:14,16 95:10,14 97:20 105:7,12 115:17,21,22 127:3 128:13 148:25 149:3 185:18 cancelled 161:9,11 161:15,16 capital 10:19,20 23:15 32:12 41:16 43:5 140:23 141:2 144:21 145:3 166:23,25 167:1 captioner 229:3 card 178:22 179:1 179:6,12 care 24:17,19 careful 85:5 87:11 carefully 92:16 carved 15:12 case 6:14 14:21 15:5 17:10 18:6 18:11 19:2,18 20:3,5,17 28:1 34:22 38:20 43:23 45:2,13 49:24 53:20 56:19 57:7 60:20 61:1,20 69:8 71:23 76:16 87:21 88:2 94:1,7
---	--	---	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[case - chevron]

Page 7

94:11,18 95:3,9,11 96:1,9 101:6 104:10,23,24 111:1 116:5 120:3 120:8 125:22 137:13 142:2,11 142:15,19 167:19 168:16 169:24 174:3,13 179:6 180:3 181:1 186:13 205:11 210:23 218:8 222:18 231:2 cases 54:17 114:3 146:9 cash 10:22 casually 56:10 catch 150:23,24,25 151:1,1 cause 40:23 229:15 cell 6:5 cellular 6:5 certain 26:24 28:8 38:2 54:20 81:25 94:8 107:14 120:2 120:21 122:16 130:17 141:6 157:3 163:6 164:11 165:8 166:4 168:4 177:16 196:4 212:5 228:4 certainty 164:20 certificate 180:18 certification 229:17 certified 229:2,3 certify 229:6,14 certifying 229:20	cetera 8:14 19:22 chain 26:9,12 47:25 64:24 65:11 71:2,19 74:8,9,11 76:8 77:20 78:18 80:10 81:9,18 82:3,9,15,18 83:1 93:5 98:14 102:4 102:24 106:9,19 106:21 131:21 217:15 challenge 21:19 58:23 champion 2:4 4:6 4:8 7:3,3,22 14:16 15:4,10,14 16:1,8 16:25 17:4,8,14,18 17:23 18:4,9 19:1 19:6,17 20:2,23 21:3,12,24 22:10 25:16 26:1,4,6 27:3 31:24 33:2,9 33:12,15,19 34:1,2 35:14,17 36:5 37:4,10,14 38:4,8 40:9 41:19 42:3,7 42:11,18,25 43:3 46:13 47:12,24 48:6,8,12,17,19 49:5,9,20 50:4,8 50:20 51:5 53:8 53:18 54:1 55:25 56:6,13,14 60:8,14 60:17 64:14,16,22 65:9,13,16,19 67:25 68:6 69:22 70:5,7,13,15,16 71:7,14,18 72:8,14 73:3,9 74:18 75:5 76:1,7,11 77:9,16 79:5,12 80:15,19	81:1,4,7,16 82:1 83:14,20 84:2,7,12 84:16,19,24 85:10 85:19,24 86:1,21 87:3,8,13,17 88:1 88:17,24 89:8,11 89:17 90:4,7,15 91:9,15,19 92:1,6 92:11,12,18,21 93:4,7,24 102:23 103:16,22 104:17 105:14,17 106:6 106:17 110:22 111:2,5,13,16,19 116:23 123:21 124:1,16,20 126:12,14 131:9 133:6,10,16,22 134:14 135:18 138:14 156:8 157:8,12,21 158:4 158:5 181:23 183:20,24 186:1,6 186:20 187:4,10 187:15,19,22 188:1,7,9,13,22 189:1,5 190:12,14 190:19,23 191:24 192:3,25 193:3,7 193:11,13 194:1,5 194:9,22 195:7,13 195:16,20,24 196:1 197:9,12,25 198:5,14,18,22 200:5,11,16,19,21 201:5,10,19,24 203:1,6,9 204:8,13 204:14 206:6,12 206:17 207:12,16 211:3,9,20,22 212:2,15 215:4,14	215:20 216:1,7,21 217:10,14 219:7 219:14 220:11,17 223:21 224:3,13 224:24 225:8,16 225:21,25 226:5 226:10,13,22,25 227:6,10,12,16,20 227:25 228:12,16 230:11 chance 106:24 193:25 chances 148:24 change 231:7 changes 230:17 231:20 characterization 144:10 characterize 34:4 characterizing 57:13 charge 136:12,14 136:22,24 137:7 186:14 207:9 charges 185:6 charitable 30:20 chat 171:19 chatting 171:21 check 190:6 chest 155:25 156:11,17 chevron 1:6 6:12 7:4,6,8 12:25 39:11 43:22 45:1 45:5,12 49:23 51:18 53:21 56:19 57:2,7,9 58:10 72:1,5,9 76:18 99:5,7,13 102:7,16 103:2 104:2,3 105:1 113:17,20
---	--	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[chevron - compound]

Page 8

116:10 117:12,17 117:23 118:4,8,21 119:16 120:18 121:20 122:7 127:11 128:18 134:17,20,23 138:7 139:20 140:4,10,14,17 141:10,16 142:15 148:12 149:6 152:18,20 164:18 181:5 217:24 218:18 221:24 227:7 228:2,7 231:2 chevron's 44:24 119:25 128:14 137:19 147:4 148:3 chief 78:4,20,21 78:21 circle 98:5 107:15 circuit 99:21 circumstances 14:14 49:2 city 55:7,19 civ 1:3 6:14 53:21 civil 33:6,17 clarify 101:20 102:5 111:21 124:6,19,24 132:5 153:8 215:15 clarity 177:2 clean 71:17 104:23 cleaned 13:2 cleaner 91:5 179:11 cleaning 58:12,13 58:17 cleanup 95:4 210:19	clear 20:19 26:11 31:19 37:25 42:14 65:10 79:1 83:6 109:15 110:12,16 134:10 146:1 179:2 188:5 189:6 198:19 clearly 42:18 47:4 clears 214:10 clever 181:6 client 25:22,23 client's 25:19 26:18 clients 24:23 104:10,24 186:14 close 60:18 109:12 155:25 156:10,16 171:7 188:20 227:22 closed 181:16,20 210:22 closer 40:12 160:4 cohn 31:13 55:3 59:22 61:4,13 62:19,22 67:5 108:9 109:15 119:13 126:15,17 128:23 161:20 166:11 172:1,2,5 cohn's 62:7 collateral 133:25 collect 166:23 167:1,3 collected 38:25 39:4,5 collection 56:20 57:3,7,10 76:16,23 79:16 95:11,14,18 97:20 105:7,12 115:21	collections 80:25 86:17,25 89:25 90:19 91:1,16 92:2 college 9:8,16 columbia 2:14 combination 189:13 come 11:17,23 17:10 18:5,10 22:23 23:5 33:21 35:2 36:6 66:4 73:11,14,15,21,22 91:22 111:3 121:16 128:7 129:7 140:6 158:23 170:18 175:4 202:10 211:25 221:2,4 225:12 226:14 228:19 comes 29:14 coming 14:12 20:15 75:13 149:12 211:14 213:1 214:5 comment 122:4,22 149:11 commission 229:25 commitment 145:6,8 committed 123:14 141:11,19,20,20 141:20 common 27:23 commonality 183:9 commonwealth 229:5	communicating 135:2 communication 154:14 communications 43:18 62:21 63:5 63:9 companies 12:24 25:10,19 26:19 122:14,17 129:3 162:2 company 25:23 46:6 62:10,11 122:12 comparison 140:18 compensated 124:8 170:19 compensation 124:3,4 125:8 168:11 competence 32:20 competency 41:25 74:15 102:18 131:4 138:11 complete 212:6 completed 230:8 completely 49:7 80:17 88:4 160:23 173:16 complex 10:19,20 128:5 complexity 10:19 147:10 compliance 15:21 49:15 56:4 79:10 85:6 88:23 89:16 93:18 134:10 225:24 compound 222:25
--	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[computer - correct]

Page 9

computer 229:11 concept 127:7 128:19 140:15 180:13 concepts 148:10 concern 85:4 103:4 126:1 154:10,12 164:7 165:6 concerned 152:12 153:16 concerns 144:4 concise 146:1 concluded 228:22 concludes 226:18 conclusion 187:5 conference 205:23 205:24 206:18,20 206:22 227:18 confidential 1:14 74:12,22,24 98:2 98:17 101:12 226:23 227:5 228:9,18 confidentiality 54:16 103:1 104:6 104:11 156:1,12 156:17 confirm 192:14,21 227:24 confirmation 192:14,21 194:2 194:10,17 196:18 197:2,10,18,20 198:25 199:2 204:20,22,25 confuse 180:4 confused 64:2 153:24 199:20 204:23 213:18	confusing 195:25 connect 61:10 224:18 connected 16:4 116:14 147:14 167:19 194:17 connecticut 169:12 connecting 23:15 118:25 connection 17:1 118:23 207:23 considered 27:9 consistent 35:22 199:12 211:3 constant 162:19 164:13 constituted 180:14 consultative 203:14 consulting 24:15 24:15 contact 58:21 59:1 59:18 165:15 209:5 contacting 165:18 contacts 60:5,20 contemplates 47:4 contempt 220:14 context 41:24 117:4 118:17 122:3 continuation 106:18 continue 6:8 20:6 continued 3:1 5:1 58:21 106:16 continuing 180:9 contracts 124:23 contrast 13:17	contribution 30:20 control 130:20 154:14 229:19 controlling 163:23 163:24 controls 82:9,18 83:1 162:20 163:22,25 164:1,4 164:5 174:9,12,15 controversial 228:11,13 conversation 14:11 18:3,17 19:21 23:9,11,22 23:24 24:3 30:15 30:15 36:16 48:23 51:25 67:3 109:7 109:18 114:8 115:5 121:2 127:15,16,20 128:4,7 138:24 139:1,2 140:22 145:2,11,22 151:19 153:9 157:5 173:5 conversations 6:4 32:6 36:8,15 131:11,15 converse 80:7 convey 208:9 convinced 76:15 coordinate 96:21 124:9 coordination 10:10 copied 65:10 97:6 copies 62:24 copy 52:20,22 65:14 68:2,3 70:8 70:9 71:15,16	77:11 200:17 216:16 219:9 230:9 cordially 96:15 corner 111:24 221:1 cornerstone 58:3 corp 10:7 53:21 181:2,3 corporate 56:21 57:21,25 58:2,4,7 137:16 147:5 corporation 1:6 6:12 7:4,6 58:8,10 231:2 correct 8:23,24 9:4,5,10,15,20 10:9 15:17 22:22 26:14,15 30:21 31:10,16 34:5,9 40:18 44:14,22 55:21 57:13 58:22 61:6 62:15 63:8 63:13 66:1,18 67:9 73:13 76:13 76:14,24 88:14 95:23 97:5,8,11,13 108:4 112:3,5,20 115:21 116:1 118:22 123:16 125:3,6 141:18 142:5 152:5 166:12 167:5 169:16,18,19 176:12,14 177:7 189:14,19 191:3 199:7 200:13 202:22,23,25 204:17 213:15,16 217:16,17 222:13
---	---	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[corrections - deposed]

Page 10

<p>corrections 230:17 231:20 corrective 155:1,7 correctly 57:4,14 cost 201:23,25,25 214:20 costs 20:11,14,15 20:16 counsel 6:25 7:24 50:4 68:19 71:15 219:10 224:4 counterproductive 98:5,8 countries 114:6 128:16 129:8 couple 14:17 129:16 222:5 courageous 43:21 course 17:7 24:3 203:15 228:1 court 1:1 4:14 6:13,20 7:13,19 8:11,14 15:12 16:5 37:22 47:4,4 47:10 49:13 50:20 68:23 69:2 85:14 99:21 125:16,23 126:3,7 218:5,7 223:21 227:18 229:20 court's 14:24 15:2 15:24 21:8 42:2 42:14 79:2 99:18 99:20,22 courts 68:17,19 217:25 218:19,21 218:22 cover 202:10 216:22 covered 129:16 202:4,7</p>	<p>crazy 129:7 227:21 crc 1:23 229:24 create 25:20 26:19 100:17 208:24 created 72:1,5,10 87:21,24 88:7 166:14 170:24 178:10,11 creates 141:3 creation 201:15 cristina 96:16 164:22 165:12,15 166:5 cross 65:3,12 228:18,20 crossed 65:13 crr 1:23 229:24 crutcher 2:3 cultivated 155:9 culture 29:12 curiosity 19:25 20:1,1 curious 205:21 209:13 current 140:1 currently 115:23 customer 207:21 cute 73:19 cwp 87:15,18 89:4 89:5 177:19 178:15 180:10 181:2,4 184:21 196:8 201:12,15 206:4 207:22 208:2,4,9,17 212:20 214:23 219:20 222:8 224:7,21,25</p>	<p>d d 4:1 87:19 181:2 209:9 date 13:1 63:20 105:24 110:7 111:24 112:1,4 167:7 195:15 205:4 229:8 231:3 dated 26:4 53:22 54:3 199:3 dates 55:7,9,18,19 194:13 day 146:7 179:21 179:22 180:7 214:6 229:21 231:23 days 158:9 166:21 170:24 de 96:11 deal 38:11,13,15 38:21 39:14,16 40:3 41:3,3 115:3 183:9 dealing 128:5 146:4,14 154:6 deals 28:22 102:11 102:17 121:15 162:4 debit 214:18 debts 213:21 december 88:6,7 88:10 178:11,12 191:18,22 201:2 213:14 223:13 224:15 decided 169:14 decision 30:13 136:2,3,5 161:9,11 179:10 decisions 30:17</p>	<p>declaration 220:13,18,21 deem 227:2 deemed 34:23 227:5 deep 20:1 28:13 deeply 25:8 40:7 defamation 162:9 162:12 defendants 1:10 defense 148:7 defer 209:10 define 35:12 47:18 definitely 36:20 221:18 definitional 149:23 definitively 202:3 degree 9:3 delete 74:11 75:8 75:14 77:1,7 98:21 99:3 101:10 101:13,21,25 103:6,13 153:17 deleted 75:11,17 75:18,21 77:5 deleting 74:9 102:25 103:4 deletion 102:6,15 deliver 167:17 delivered 230:7,10 230:12 delivering 104:9 167:14 depends 135:24,25 deponent 229:13 230:9,15 deponent's 230:2 deposed 7:19 106:15</p>
--	---	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[deposition - donziger]

Page 11

deposition 1:15 6:7,11,16 48:23 85:7,8 105:22 226:19 227:3,7,12 228:6,22 229:7 230:12,16 231:1 231:20	direct 19:21 106:20 211:11 229:19 directed 19:2 direction 19:14 229:20 directly 16:3 24:23 72:20 165:15 170:8,16 214:5	120:13 121:1,11 122:2 125:21 126:6 127:13 134:10 136:3 138:15,17 140:11 145:14,18 152:10 152:23 153:2 183:23 188:18,25 193:16 197:11 198:4 203:4 216:6 221:4,22	198:15,23 199:3 201:17 204:15 210:11 211:15,23 212:3,7,10,17 215:6 216:2,8 219:8,15 220:12 222:5
deposits 213:2 depth 36:15 describe 10:12 91:5 124:22 described 68:13 description 4:11 5:2 52:1 designate 226:22 designation 228:8 destroy 101:22,25 determine 51:15 173:7 diagram 147:3 dialogue 119:17 differ 24:12 different 9:25 17:12 21:6 24:16 49:8 55:15 59:2 65:3 78:12 119:14 129:19,22 147:13 147:15 152:22 194:13 198:2 difficulty 186:17 224:19,23 diligence 128:13 168:1 172:14 dinger 2:13 7:7,7 dinner 66:13,15 66:21 139:7,8 144:19 147:25 150:7 dinners 66:20 diplomate 229:4	disagree 15:7 16:2 17:3 37:5,21 42:18 47:12,16,24 48:7 49:8 89:8 226:1,5 disagreements 92:22 disclosures 119:21 120:1 discovery 15:21 38:2 49:15 56:5 79:10 85:6 89:16 93:18 117:12,16 117:20 120:9,12 120:14 152:24 225:24 discrete 16:23 discuss 22:23 35:9 121:3 127:7 157:4 167:22 discussed 62:1 98:10,13 109:21 109:24 110:2 113:15,23 157:6 220:23 221:10 discussing 152:11 169:8 discussion 19:18 25:13 64:15 65:5 93:3 117:9,11,15 117:20 118:7	discussions 59:23 60:2,18 102:9 disinterested 229:14 disorganized 173:17 disparate 224:19 dispute 164:9 228:4 disregard 129:10 129:13 165:25 distinguish 16:14 distressed 112:22 distribution 230:1 230:5,22 231:6 distributor 139:12 district 1:1,2 6:13 6:14 53:20 99:18 99:22 143:3 160:18 179:23 doctor 24:17 document 15:16 16:15,15 35:13 47:3 53:11,20 54:17 64:24 65:4 69:24 71:10 76:2 77:10 100:14,18 124:12 125:10 129:16 131:14 190:13,24 192:4	documented 154:1 documenting 121:9 documents 13:10 14:17,19 15:15 21:7 37:15 60:25 83:7,15,21,24 99:8 99:25 100:17 101:19,22 102:1 103:1 108:13 124:21,22 132:15 132:21 161:2 169:10 170:12 172:8,9 184:5 185:9 216:19 doing 21:9 30:1,6 34:5 37:6 41:10 67:19 93:1 115:4 124:10 126:13 128:2 141:15 158:21 170:21,22 170:23 178:1 179:4 180:13,25 dollar 28:7,7 dollars 116:10 140:1 159:25 domestic 177:24 donziger 1:9 5:19 6:12 14:15 16:22 19:7 25:12,17 26:17 27:14 31:25 34:16 35:19 36:1 36:8 38:10 42:13 43:4 45:19 48:9

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[donziger - elliot]

Page 12

53:21 54:2 60:6 60:20 64:17 66:2 66:7 68:13,21 69:1 80:12,22,25 81:11,20 82:5,12 82:20 83:4,8,16,22 84:8,20 85:1,18,21 86:3 88:13,25 90:5,11,17,24 97:25 101:9 108:8 108:21 109:14,16 109:19 118:10 119:14 127:8 128:19 130:12 132:3 133:24 134:24 135:2 136:9,23 139:3 140:7 141:5 143:9 144:2,3 146:24 148:13,14 149:12 151:24 152:25 153:10 154:4 155:14 157:1 163:14,24 164:10 166:3 168:12,13 170:3,12 171:24 172:8,16 174:17 174:19 175:1,13 176:11 178:14 181:24 182:5 183:11,13,17,22 183:25 184:13 185:23 186:18 187:18 191:2 196:6,18,23 197:10 201:12 202:14 205:12 206:14,19,22 207:22 208:10 210:15,21 211:11 212:25 213:4,24	213:24,25 214:1 214:12 216:9 219:9,16 221:16 222:10,22 223:7,7 223:11,17 224:10 225:1 227:13 231:2 donziger's 16:20 85:11 110:1,9 124:3 130:25 139:14 141:20 143:12 170:15 186:4 189:7 209:16 doodle 147:7,8 door 109:7 double 41:15 65:10 70:10,11 downtown 160:12 160:22 draft 158:18 drafting 54:10 draw 121:8 drawing 21:1 drew 148:7 driver's 7:18 driving 63:17 64:4 64:8 drops 44:20 due 128:13 168:1 172:14 205:2,11 duly 7:19 106:14 229:7 dump 175:25 dumping 12:23 dunn 2:3 5:25 7:4 7:6 180:3	123:4 135:9 174:20 176:9 177:4 199:13 222:10 225:9 ears 28:17 easier 53:6 193:7 ebbed 11:11 echoing 103:7 economic 29:22 ecuador 12:24 13:5 14:5,15 17:1 35:4 58:14 68:17 69:20 70:21 96:6 96:22 97:14 107:4 120:7,9 131:22 139:24 167:20 185:15 201:22 202:10 ecuadorian 11:21 19:9 20:18 23:17 23:25 24:2 28:10 29:25 30:5 31:18 34:12 44:23 57:3 60:3,6 61:18 68:17,19,19,22,23 69:1,2,7 75:22 86:17,25 88:2 89:19,21 90:1 91:1,17 92:2 94:22 95:1 96:5,6 96:17 97:3,4,13,19 98:11 99:9,14 101:23 102:1 105:4,10 115:8,25 116:2,13 117:13 117:18,21 120:15 124:4 126:2 131:3 137:12 139:21 142:19 157:1 159:6 162:24 163:1 167:4 183:4	219:5 221:12,24 225:3 ecuadorians 72:2 72:6,10 97:14 ed 78:17,20 202:9 edjohn 78:19 education 171:3 207:6 effect 35:20 40:14 effective 92:20 217:25 218:17,17 218:20 efforts 114:2,5,7 ego 144:7,8 egos 144:6 either 37:13 78:16 100:21 119:12,24 120:24 128:21 149:13 150:2 151:3 165:18 182:7 204:4 elaborate 51:6 elliott 16:4,12,19 17:2 18:10,24 19:16,19 20:9,24 21:14,19,21 22:12 22:20,23,25 23:1,3 23:12,21 25:1,4,18 26:17,23 28:1,6 29:8,12,23 30:3 31:4,7,8,21 32:1,6 32:9,10 37:2,15,20 40:15 42:9,15,20 43:5,19 47:7,14,14 47:15,20,25 48:10 49:3,11,16,22 50:1 51:3 52:1 54:8 55:2,18,20 56:22 57:22 58:1,22,25 59:6,9,19,24 62:7 62:17 63:10 66:19
	e		
	e 4:1 229:1,1 earlier 40:14 95:21 97:2 116:7		

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[elliott - exhibit]

Page 13

69:16 72:11 73:11 76:22 106:19 107:25 109:6,13 112:6 115:3 118:11 121:3 126:1,9 127:9 128:3 130:16 131:1 132:7,8 139:5 141:1 143:24 145:11 146:4,14 153:25 157:22 158:10,14 160:16,19 162:1 164:8 165:3 171:8 171:17 182:21 217:16 elliott's 65:25 115:7 148:4 161:2 email 16:3,7,10,11 25:25 26:4,9,12,12 31:1,11,15 32:2 34:16,20 37:8 38:9 42:4,19 43:16 47:25 52:10 54:3,6,23 57:15 61:6,9,11,12,22 63:7 64:24 65:11 65:20 66:5 68:8 68:10 69:19 70:18 71:2,3,8,19,21 74:20,24 76:8,12 76:13 77:7,18,22 78:18 80:10 81:9 81:18 82:3,9,15,18 83:1 93:5 97:24 98:14,19 101:8,10 102:4,22,24 106:9 106:19,21 107:18 107:19 131:21 151:8,12,13,21,25 152:11,25 153:6	153:14,23,24 154:2,21 155:2,8 163:16 164:7 165:20,21,24 166:7 171:9,10,15 172:12 180:5 204:1 217:15,15 email's 152:17 emails 49:10 62:25 63:1 74:8 75:8,9 75:11,13,15,17,22 76:3 98:22 99:3,8 99:11,13 101:11 101:14 102:25 103:5,7,12,13 127:8 153:25 168:22 171:11 embarked 171:2 embedded 162:17 163:8 emc 161:22 employees 11:5,10 encroach 56:10 encroached 15:20 ends 43:24 44:1 45:3,14 49:24 56:20 57:8 enemies 156:1,11 156:17,25 157:1 enforce 115:24 116:9 enforced 173:3 enforcement 110:15 114:10 127:4 142:20 148:25 149:3 enforcing 119:15 english 94:23 ensure 190:8 entails 10:13	enter 130:25 132:4 entertain 129:14 entire 66:13 117:24 118:8 227:2 entities 207:24 entitled 14:18 15:4 16:10 49:9 110:14 124:8,12,23 125:7 190:9 entitlement 124:3 entitles 208:13 entity 87:11,12 88:21 89:3 90:13 177:21,24 180:10 180:13,14 181:6,9 208:11 entrepreneur 10:3 entry 222:20 223:5 environment 218:5 envision 73:25 epes 185:7,7 errata 230:1,2,5,6 230:8,18,22 231:4 231:5 especially 138:20 esq 2:4,5,13 3:4,5 esquire 230:7,11 establish 42:24 186:24 187:1 estate 220:4,5,10 et 1:9 6:12 8:14 19:22 231:2 evaluate 127:25 evening 66:13,15 70:19 139:4 evenly 109:17 event 229:15	events 9:2 182:19 everybody 98:16 106:19 151:14 everyone's 67:2 everything's 147:14 evidence 117:13 117:17 exactly 20:10 44:6 107:13 125:4 examination 4:5 7:21 106:16 example 173:3 186:11 188:3 202:6 220:25 221:11 examples 48:3 exception 49:14 49:16 exchange 80:24 86:16,24 90:18,25 91:16,23 127:10 131:2 133:1 225:2 225:13 exchanged 108:13 excited 63:21,23 excuse 28:15 35:11 89:15 executed 231:23 exhibit 4:12,13,14 4:15,16,17,18,19 4:20,21,22,23,24 4:25 5:3,4,5,6,7,8 5:9,10,11,12,13,14 5:15,16,17,18,19 5:20 25:14 26:8 37:23 53:11,13,19 53:23 54:2 64:23 65:16,17 68:1,4,8 69:23 70:1 71:10 71:12 76:7,9
--	--	---	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[exhibit - finish]

Page 14

77:10,14 79:2 93:8,9 106:8,10 111:7,9 157:23 158:1,4 188:24 189:1,3 190:13,20 190:21 191:20,25 192:1 193:1,8,9,17 193:22 194:6,7,16 194:17 195:5,9,20 196:2,9,14,19,22 197:2,3,6 198:15 198:20 200:3,6,8 200:23,25 201:1,1 201:1,2,4,7,8 203:7,12 204:9,10 204:13,21 206:7,8 207:13,14 211:5,7 212:12,13 215:7 215:12,23,24 217:11,12 219:8 219:12 220:12,15 220:21 exhibits 4:10 5:1 5:24 199:25 exist 181:7 existed 99:25 100:3 existence 220:1 exists 100:15 expect 74:4 228:10 expense 186:14 215:19 expenses 87:25 132:25 140:5 176:25 178:20 179:2,6 189:13,15 190:2 202:5,11 203:15 206:3 215:18 expertise 126:21 126:22	expires 229:25 explain 37:10 44:12 45:15,17 47:18 130:19 141:24 142:9 154:4 explained 16:25 57:12,16 explaining 42:20 48:9 explains 42:11 explore 173:6 exploring 23:9 exposed 32:15 express 126:1 178:22 expressed 127:1 expressly 47:5 extensive 17:15 extent 181:9 186:21 extra 77:12 exuberance 107:7 f f 229:1 fabulous 106:23 face 16:14 67:22 67:22 123:20 fact 15:12 16:2 47:3 49:4 52:2 57:9 59:18 62:6 77:5 99:2 102:7 173:9 187:17 190:8 facts 14:14 49:2 142:1,10,14,14 fail 16:22 fair 29:22 81:12 124:9 133:18 144:9	fairest 27:20 fajardo 69:4 162:16,23 163:23 164:10,18 165:7 falibby 3:9 fall 91:7,8 224:10 227:3 228:5 falls 88:17 false 72:21 73:4 familiar 168:21 176:6 182:6 184:8 185:8,11 families 10:14 24:19 family 8:22 9:22 10:6,17,25 18:18 23:7 61:19 64:9 66:12,13 87:20 139:9,16 177:22 182:25 214:12 fan 52:14 far 15:25 21:9 38:5 42:1 47:22 202:21 fast 92:25 fcpa 113:3,7,12 fda 94:23,24 105:1 105:3 140:16 185:15 222:9,14 222:17 224:8 fda's 105:7 fear 102:15 144:22 february 86:9 179:13,13 191:16 197:15 fed 215:2 federal 38:17 143:3 fee 214:23 feel 146:19,21,24 174:12	feeling 28:11 174:14 fees 24:23 125:9 214:17 fellow's 18:14 felt 74:10 figure 91:6 192:19 figuring 66:23 filed 6:13 114:11 220:13 files 175:6 fill 180:18 207:18 208:6,23,23 filled 208:2 finally 128:12 finance 24:11 44:8 finances 209:22 financial 10:19 16:21 76:22 84:13 84:18,23 85:16 160:18 168:24 169:2 186:5 209:17 financially 6:23 178:24 financing 49:3 80:23 86:15,23 89:18,20,25 90:5,8 90:17,24 91:15,22 92:8 225:2,12 find 17:25 22:2 67:5 192:17 198:1 210:17,18 fine 36:18,19 49:4 92:23 100:2 105:14 116:18 125:7 169:4 212:2 227:14 228:21 finish 43:17 93:5 151:5 188:21
--	--	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[fire - give]

Page 15

fire 145:16	forces 141:2	free 173:1	173:2
firm 6:19,21	foregoing 229:6	freelancer 19:12	g
170:14,15 174:22	229:11,17 231:19	frequent 135:22	gained 34:24
184:13,17 189:7	forest 13:14,16	135:23	garage 176:3
first 11:17,23	183:8 219:5	frequently 135:4	gatekeeper 85:4
12:12,16 13:5	forever 115:12	friday 63:17,18,19	gc 117:23 118:4,7
14:16 24:25 33:22	form 19:3 21:16	63:24 64:3,4,5	general 23:20
35:3,5 42:12	24:22 40:4 75:25	friend 139:9,13,15	27:23,23 39:18
69:11 77:13 78:13	87:22 111:1	139:15	121:13 122:4
78:14,23 115:15	180:18 207:18,18	friends 97:25	131:13 145:1,4,14
133:20 146:18	208:1,23	front 68:11	145:17 146:17
159:1 168:22	formal 94:2	fronted 202:13,15	154:7,15 169:21
176:15 198:24	former 78:4	frozen 114:24	173:8 174:10,10
212:4 213:5,8,23	forth 15:18 37:12	full 90:16 229:12	222:2
214:3 229:7	75:13 119:18	fully 34:25	generally 33:25
fit 15:23 19:20	121:2 229:9	fund 21:15 22:14	35:13 145:19
28:1,9,12 52:1	forum 170:14	25:7 28:2 29:16	168:25 187:21
fits 17:13	184:17 196:10	57:18 115:15,16	gentleman 26:13
five 9:12	forumnobis.org	funder 23:24 25:2	gentlemen 97:6
fix 65:2 155:5	95:6	funders 102:10,17	114:9
florham 2:16	forward 28:18	221:8	george 184:1,4
flow 10:22 159:24	66:2 77:1 171:17	funding 20:6,8,10	getting 14:14
flowed 11:12	forwarded 230:11	20:11,24 23:6	36:11 37:6,19
flowing 173:22	found 76:4	42:15 47:6,6,20	47:2,9 60:16
flows 173:21	foundation 42:1	102:9 167:2 174:2	64:18 174:14
fns.bc.ca 78:19	74:15 102:19	222:19 223:4,14	188:20 218:17
focusing 49:1	131:5 138:12	223:18	222:16 226:15
folder 76:4 204:7	founded 62:11	funds 21:1,9 23:2	giant 146:13 183:1
folks 10:24 69:19	founder 29:9 94:5	28:6,7 42:9 83:9	gibbons 94:9
70:20	founders 12:3	90:4 180:9 223:9	gibson 2:3 5:25
follow 61:9 101:13	94:6	223:15 224:6,6,6,9	7:3,6 180:3
121:12,13 171:8	four 108:11	224:21,25	gibsondunn.com
172:7 177:3	203:15	further 56:4 59:23	2:9,10
186:23 187:3	frame 165:17	60:2 74:7 106:14	gift 59:4
followed 171:16	frank 3:4 7:9	160:1 221:19	gist 145:14,18
following 153:17	230:7	222:4 229:14	give 8:12,13 28:12
follows 7:20	frankly 92:23	future 80:24 82:6	48:3 55:6,9,18
106:15	fraud 72:2,15	82:21 83:4 86:17	60:25 68:2,3
fontaine 78:2	fraudulently	86:25 89:25 90:19	80:20 89:22 92:10
202:9	34:24	90:25 91:16 92:2	98:20 103:13
		152:24 153:4	108:21 118:17

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[give - hear]

Page 16

165:6,23 173:24 193:8,13 212:6 given 179:12 213:9 229:12 giving 77:11 132:21 138:15 156:23 183:17 glaser 95:24 glenn 133:21 gmail.com 96:3 97:9 go 6:9 7:24 8:25 13:13 19:24 21:17 22:7 26:22 28:16 29:4,6 36:3 39:20 43:16 45:25 49:14 50:6,7,9 51:2,11 51:14,14 53:9 56:15 57:2 71:7 79:11 81:5,13 87:23 91:25 93:8 93:11 100:24 102:20 103:20 105:18 107:24 111:5 112:18 129:15 130:18 135:13,15 138:13 146:21 154:8 157:21,24 159:25 168:10 171:11,17 178:7 180:16 181:11,13,24 182:2 183:20 186:1 187:1 188:16 190:15 195:11 198:5,18 201:4 203:2 204:1 215:1,5 222:6 god 147:6 goes 46:11 98:4 111:16 124:16	133:6,11,17 152:16 200:3,25 201:1 215:2 going 6:2 7:23 14:10 15:8 16:1 17:14 24:20 29:2 31:12 37:8,9,10 38:5 39:2 42:10 47:21 48:13 50:23 51:19 52:10 53:10 53:10 59:10 64:22 65:2,2 66:24 67:25 69:22 71:7 71:9,15 74:2,25 77:20 79:11 84:3 84:10 87:5 92:23 93:5,12 106:6 111:6 128:24 135:13 143:24 145:16,25 146:20 148:13,22 149:25 153:14,24 158:17 158:18 171:17 174:3 188:11,16 188:23 190:12,19 194:6 197:5,18,21 198:14 200:5 202:22 204:8 206:6 210:10 215:6,22 217:10 219:7 220:11 226:17 227:17,20 228:11 good 6:1 7:23 19:20 23:16 24:5 24:6 27:1 28:1,4,9 28:12 29:2 40:17 40:20 41:10,17 48:10 75:3 77:11 106:6,23 114:2,17 147:22 174:9,12	178:23 226:9 google 160:17 gordon 159:15,16 159:19 government 121:19 graduate 9:6 grand 78:4 grant 79:19 98:20 grant's 101:10 103:23 granted 80:23 86:15,23 90:18,25 91:15 222:18 graph 148:6 great 8:10 18:24 170:23 174:15 greenpeace 94:5,6 greeted 108:9 grinberg 5:20 55:3 63:4 67:6 109:15 109:19 112:20 119:14 122:19 126:24 128:2,20 129:2 171:16,18 172:4 grinberg's 220:13 ground 7:24 grounding 9:1 group 35:8 78:10 78:11,23 207:6 guess 41:14 64:3 75:3,6,7 107:23 109:14 128:2 200:2 guessing 169:5 guest 12:8 guidance 156:23 gym 183:1	h habit 138:19 half 18:20 92:25 108:6 171:13 hall 180:16 181:14 208:24 hand 54:10 64:22 67:25 69:22 71:9 71:15 74:25 106:7 111:6,24 162:7 188:23 215:22 217:10 219:7 221:1 handed 26:7 handing 68:7 203:11 handwriting 114:1,2 141:25 204:17 207:19 handwritten 5:20 52:8,18 55:11 159:9 hang 33:7 83:11 86:18 110:20 124:14 216:5 225:20 happen 21:23 39:8 63:23 218:20,21 happened 63:19 69:16 74:1 happening 24:21 67:1 152:12 206:2 happy 16:9 hard 162:14 hardships 72:1,5,9 head 8:13 59:8 119:20 heads 43:5 hear 11:17,23 67:14 171:13
--	---	--	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[heard - initiating]

Page 17

heard 21:19 25:4 35:3,5,6 143:6 hearing 43:2 133:15 227:11 heaven 52:8 56:17 heavy 98:3 hedge 23:2 25:7 28:6 29:16 43:22 44:5,8,9 45:4,6,12 49:23 57:18 116:18 held 6:16 30:16 58:8,11 help 13:2 60:10 87:24 132:24,25 172:21 183:7 192:19 195:11 218:7 helpful 15:13 213:18 helping 96:21 185:15 205:22,24 heredia 96:11 hereinbefore 229:9 herrera 2:5 7:5,5 195:22 197:7 hesitate 34:5 hey 156:21 hierarchy 28:21 high 152:13,19 154:25 higher 152:22 hindsight 154:16 163:16 hinton 71:21 72:9 95:20,21 hinton's 71:23 historical 173:23 historically 163:3 173:20	hmm 21:20 hold 56:12 186:3 193:20 home 176:2 honestly 187:6 206:12 hope 106:23,24 175:15 hopefully 92:25 hoping 159:9 hosts 182:19 hotel 202:8 hour 18:20 108:6 hourly 125:9 192:10 housekeeping 65:7 howard 95:24 hum 25:21 28:19 34:17 147:24 158:20 166:22 171:20 174:24 179:15 205:3,9 human 10:20 207:6 humanitarian 122:10 humble 143:21,25 144:5 humbled 144:6 humility 145:24 146:3,6,9 i ian 79:23 81:17 93:22 idea 28:18 44:25 45:5,9,20 48:10 68:20 99:1,4,10 103:25 104:3,5 113:6,8,22,24 117:2 121:18 122:6 125:18	148:12 220:6 ideas 24:6 28:25 29:2 129:7 identification 4:10 5:1 25:15 53:14 53:24 65:18 68:5 70:2 71:13 76:10 77:15 106:7,11 111:10 158:2 189:4 190:22 192:2 193:2,18 194:8 198:21 200:9 201:9 203:8 204:11 206:9 207:15 211:8 212:14 215:13,25 217:13 219:13 220:16 identified 7:17 16:5 91:20 97:1 110:22 225:10 identify 18:10 23:5 192:4 identifying 29:17 illness 8:7 imagine 115:5 impact 23:16 41:17 166:20 168:1,3 important 104:7,9 104:12 143:23 146:3,5,6,10,19 impression 146:18 impressions 13:18 improperly 102:8 104:2 inadvertent 151:16 inadvertently 151:8,12,18,24 152:1	inbox 76:5 included 222:21 includes 223:2 including 72:2,15 inconvenient 160:3 incorporated 9:23 9:24 10:6 177:25 178:2 incorrect 48:6 incredible 145:3 217:23 incredibly 219:1 independence 140:9,12 indicate 230:17 indigenous 13:2 78:10,11,22 individual 10:16 individuals 185:15 221:8 influence 217:24 218:10 info 101:11 209:5 inform 72:11 information 41:7 67:23 72:20 77:2 79:3 98:1,4,17 102:8,16 104:3,4 138:3 140:6 165:7 172:11 173:23 179:21,24 209:8 230:1,5,23 informed 141:23 informing 151:13 informs 159:25 infrastructure 137:18,19 inherently 20:16 initiating 208:7
--	---	--	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[injunction - jesse's]

Page 18

injunction 116:3 116:13,16 125:24 222:20 injunctions 116:5 125:22 inquire 168:6 inside 35:21 218:21 institutional 98:2 instruct 15:8 17:20,23 18:8 31:23 37:9 38:6 42:10 47:22 79:11 80:14 226:6,7 instructed 70:21 92:9 224:4 228:3 instructing 21:10 123:21,24 226:1 instruction 48:14 48:17 49:18 50:3 92:16 93:15 101:13,16 instructions 101:18 210:3 213:6 230:2,15,22 231:6,6 insurance 10:24 intend 92:23 intended 42:24 82:4,20 83:3 151:17 208:9 intending 173:13 intent 21:1 interconnected 147:13 interest 44:13 46:15,19 60:15 90:9 91:2 110:1,9 123:5,8 125:1 132:3,9,22 133:25 139:24 182:8	188:17 interested 6:23 20:10 23:6 29:17 29:24 30:4,8,25 33:10 49:22 83:12 127:24 interesting 11:16 13:17,19,23 14:1 122:25 129:11,12 167:21 171:1 173:18 174:6 interests 110:18 interfere 6:7 interference 6:5 international 33:17 40:7,11 interrupt 58:15 interruption 156:5 intimidates 134:24 intimidation 134:17,19 144:22 intro 61:12 introduce 16:10 31:12 53:10 167:12 190:12 201:6 203:2 207:13 210:11 215:6 introduced 12:8 61:4 199:25 introduction 22:18 31:3,4,5 61:3 167:14,15,17 introductory 127:20 invalid 35:21 invest 25:10 43:23 44:19 45:2,12 49:23 56:18 57:6 57:19 121:4 126:2 131:1	invested 25:9 80:10 81:9,18 82:3,15,19 83:9 investigation 136:8 investing 29:24 30:4 40:16,22 41:10 49:7 166:20 investment 10:24 30:10 43:22 44:3 44:5,13,17 46:5,9 46:15,18,23 49:22 51:10 57:18,22 58:1 62:9 82:10 83:2 89:13,13 90:23 98:11 109:24 121:9 125:22 126:10 127:9,14 132:8 133:13 149:17 investments 10:22 29:18,20 40:17,20 89:14 136:5 162:1 investor 18:11 27:10,12 31:18 40:15 41:15,21,23 51:4,7,16 investors 17:10 18:5 20:4 25:9 41:4 43:20 58:2,4 92:14 98:3 110:17 110:21,23,25 123:14,17 131:1 132:16 136:18 invitation 13:16 invited 12:3 13:13 invoice 189:7 190:16,25 191:1,6 191:17,19,22 192:5,6,20 194:3 195:2 196:3 199:1	199:9,16,21 200:4 200:7 201:3 202:20,24 203:11 203:23,23 206:14 206:20,21,25 207:5,9 213:15 214:15 invoices 170:13,15 177:10,14 182:16 183:21 185:19,22 185:24 186:11 193:4 199:17,24 206:1 involved 11:13 12:25 24:22 46:8 69:8 111:1 173:9 182:12 involvement 75:22 involving 120:14 ish 110:5 issue 37:16 68:3 130:20 133:9 issued 101:16 179:23 222:23 issues 168:10 items 212:22 j january 86:9 175:21 184:1 190:18 191:2,13 191:16,17,18 193:6 195:14 196:19 213:6 214:15 227:4 jeff 31:3,8,9,12,14 jesse 55:3 59:22 61:4 64:6 67:5 108:9 119:13 166:11 jesse's 65:22
--	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[job - know]

Page 19

job 9:12	222:22 223:5	kimberly 1:23	82:7,8,14,17,25
john 78:17,20,24	225:4	6:20 229:2,24	83:25 86:10,14,22
79:13 182:17,18	judicial 101:6	kind 10:11 13:21	87:23 89:12 91:13
202:9	june 1:16 6:2	25:8 32:16 35:7	96:12,20 97:19
join 66:3	14:24 15:18,24	36:11 39:23 49:14	98:7,10,13,16,24
jonathan 59:12	37:23 38:1 53:16	83:18 107:20	99:2,7,25 100:25
62:14 64:6 167:18	53:22 79:2 229:21	108:17 119:17,18	101:16,17 102:20
167:18	231:3	128:10 145:25	103:20,21,23
josh 168:18 175:4	juniper 161:22,23	147:13,16 154:8	104:1,8,16,21
175:6 216:13	161:24,25	158:18,22,24	107:11,16,21,23
jr 3:4 230:7	jurisdiction	162:10 164:9	108:10 109:5
juan 96:12	221:20	166:19 174:5,10	110:12 113:7,10
juanaulestia01	jurisdictions	185:9 188:15	113:20 114:4,14
96:3	128:14	192:23	114:18 115:3,12
judge 38:1,17	jury 100:19	kings 129:8	116:15,16,18,22
143:1,2,3,10,18	justice 104:9	knew 23:1 25:6,18	117:3 118:2,4,19
179:23	k	30:12 34:7,15	118:21,23 119:9
judgment 32:14	k 1:15 4:3 7:16	36:14 37:18,18	119:22 120:10,19
32:19,24 33:4,21	106:12 229:7	39:2 59:8,8 62:14	120:21,22 121:17
33:24 34:7,11,15	231:1,25	73:15,22 93:13	121:21,23 122:18
34:19,21,22 35:2,9	kaplan 38:1 72:3	220:4	122:21 123:17
35:13,19,20,21,25	72:16 142:24,25	know 9:1 10:21,22	124:18,25 125:12
36:7,10 37:7,14	143:1,2,10,18	10:23 11:18,22	125:14,17,19
39:24 40:2,21	karen 71:21,22	13:21 14:21 17:5	126:6 127:25
41:3,12,23 44:14	95:20,20	18:1,21,22 19:13	128:4,15 129:7,9
57:4 68:14,17	karen's 95:25	19:20 23:1,3	129:18 130:3,21
73:10 74:5 86:17	katie 6:11 7:10	24:20,21 25:8	132:12,19 133:24
86:25 89:19,21,24	61:18 98:1 226:19	29:13 32:21,22	134:4,12,18,23,25
90:1 91:1,17 92:3	keep 54:18 74:12	33:18 34:22 36:25	136:15,19 137:5
99:17,18,21,23	76:17 98:1,17	40:1,2,2,14,15,19	137:16,24 138:13
100:6,9,13,18	101:11 103:9,10	41:7 43:21 46:2	139:16 140:19,21
110:1,11 111:3	103:14 118:1	51:22 53:2 54:4,9	141:1,3 142:7,14
114:11 115:25	155:25 156:10,16	60:9,19 61:19	142:25 143:17,21
116:3,8,11,13	keeping 178:24	67:22 68:18 69:3	145:10,20,21
119:16 123:5,8,8	key 58:5	69:4,15 71:25	146:7 147:3,7
123:11 125:2	keywords 158:22	72:12,13 73:2,7,23	148:4,17,20 149:5
130:20 131:3	kids 182:24	74:10,14,16 75:19	149:17,20 150:1,6
132:3,10,22	kilcullen 2:12 7:8	75:21 76:2,6 77:5	150:11 151:1,2,3
133:14,25 139:21	kill 102:10,17	78:6,15 79:8,18,18	151:11,22 152:15
139:23 167:4	kim 53:17	79:21,24 80:5,8,9	154:3,7,14,17
173:4 187:20		81:8,13,17,24 82:2	155:11,13,17,22

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[know - libby]

Page 20

156:9 159:15,19 159:22 161:10,14 161:19 162:21,23 162:24,25 163:5,7 163:9,11 164:15 164:21 165:3,5,11 165:13,23 166:3 166:20 167:7,10 167:18,18,19 168:18,20 171:14 171:24 172:15,16 172:23 174:8,18 177:15 179:3 180:17 181:1 183:5,6,10,13 185:13,16,17 186:7,12,25 188:1 188:2,9 190:3 191:11 192:16 194:2 196:3 197:17,22 199:15 199:24 201:14 202:4,7,10 203:1 203:10 204:4,5 209:12 210:12,12 210:21,25 212:3 218:13,15,24 219:18 220:9 221:14 224:9 225:19 226:13 227:21 knowing 127:24 159:25 knowledge 14:20 36:13 59:1 60:21 119:6 143:5 169:24 172:9 179:16 184:9,12 184:18 205:15 209:25 210:2 220:7	known 25:6,7 knows 17:25 183:10 krevlin 133:21 kroll 137:21,25 138:8,9 I label 26:9 64:25 labeled 53:12 76:8 198:15 lack 145:2 lago 11:17 80:10 81:9,19 82:4,10,19 83:2,10 114:11 136:4 140:15 laid 14:24 lak 1:3 6:15 language 37:7 47:3,18 48:3 91:5 91:11 laps 68:18 224:8 large 23:2 32:15 143:21 laura 94:15 178:17 law 40:6 137:16 174:22 191:1 206:22 207:3,5,22 208:10 lawyer 10:23 95:13 139:11 152:13 185:18,18 lawyers 69:8 76:19 97:3,13 99:14 100:15,17 110:25 114:18 123:14,18 128:5 154:6,7 lbmiller104 94:14 lead 49:3 68:16 163:4	learn 35:25 170:25 171:3 learned 13:25 33:22 167:19 learning 13:24,24 138:21 leave 128:24,24 led 9:2 43:9 52:6,6 52:9,14,16 56:15 128:10 lee 55:3 67:6 108:10,10 112:19 122:19 126:21 left 116:20 126:17 126:19,20,21 132:15 162:7 164:24 221:1 legal 1:25 76:16 100:14,14 117:3 128:13 132:25 137:15 142:14 180:2,3 185:9 187:5 191:12 192:8 203:14,14 207:21 218:3 legally 95:13 180:14 legend 56:21 57:21,25 legitimate 19:23 102:9 104:8,13 lenczner 97:21 174:19,20,22 175:1 lenczner's 184:13 lengthy 37:12 lesson 49:7 letters 146:13 letting 60:8 level 152:13,19,22 152:22 154:25	lfontaine 77:22 78:1 liabilities 16:21 84:13,17,23 133:7 133:11 186:4 liability 85:16 187:14 libby 3:4 7:9,9 14:9,23 15:7,11,17 16:6,13 17:3,7,11 17:17,20 18:2,7,12 19:3,15,24 20:21 20:25 21:6,16 22:5 25:24 26:3 26:22 31:20 32:20 33:5,7,11,13,23 35:11,16 36:2,25 37:5,13,21 38:5 40:4 41:25 42:5,8 42:13,22 43:1 45:23 46:2,25 47:16 48:1,7,11,16 48:18,21 49:6,13 50:2,6,9,23 53:15 55:23 56:2,8 60:11,15 65:6,12 65:15 70:3,6,12,14 72:7,12 73:1,6 74:14 75:2,25 78:25 79:7 80:13 80:17,21 81:3,6,12 81:22 83:11,18,23 84:1,6,10,14,17,22 85:3,13,23,25 86:18 87:1,5,10,14 87:22 88:16,19 89:1,6,10,15 90:2 90:6,10 91:8,10,18 91:24 92:4,9,15,19 93:1,15,21 102:18 103:15,18 104:15
--	--	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[libby - madam]

Page 21

105:15 110:20 111:11,14,18 116:20 123:19,23 124:14,17 126:11 131:4 133:5,8,12 133:18 134:9 135:13 138:11 157:11,13 158:3 181:22 186:3,16 186:25 187:6,11 187:17,21,23 188:5,8,11,15,19 193:10,12,15,20 193:22,24 194:19 194:21 195:9,11 195:19,21 197:5 198:16 200:17 201:18 203:5 204:12 206:10,16 211:18,21,24 216:5 217:2 219:11 223:19,24 224:2,12,17 225:5 225:15,19,22 226:3,7,24 227:1,9 227:11,14,19,22 228:10,14,20 230:7 libbyhoopes 1:17 3:3 6:17 7:9,12 libbyhoopes.com 3:9,10 license 7:18 lie 128:17 life 146:9 lift 98:3 likewise 76:25 limitation 116:24 limitations 15:18 223:3	limited 17:18 40:12 line 11:13 21:2 41:16 49:17 50:25 88:16 89:7 118:20 118:24 122:11 123:20 146:2 186:18 188:14,21 212:22 225:23 226:4 231:7 link 109:5 224:17 linkedin 18:15 22:21 26:14 lisa 94:9 list 5:19 219:17,21 listed 214:4 listen 48:21 56:8 163:20 listening 92:16 114:9 119:7 literally 45:7 127:5 litigate 20:17 litigation 11:18,21 11:22 12:18,21 18:22 20:11,14 23:18,25 24:2 28:10 29:25 30:5 31:18 34:12 39:1 41:10 44:24 46:16 60:3,6 75:23 80:11 81:10,19 82:4,11,19 83:2,10 88:3 101:23 102:1 115:9,17,21,22,24 117:13,18,21 124:5 126:2 127:10 128:5 134:22 136:4 142:19 153:3 163:1 183:4	221:12 little 13:22 14:13 41:1,6 51:6 53:9 67:22 82:24,24 118:19 122:11 156:21 157:24 158:21 162:14 198:2 213:18 216:16 222:25 live 13:22 lives 43:8 182:25 llc 2:12 llc'd 178:4 llp 2:3 loan 90:22 91:2 133:14 183:25 loans 91:14 132:24 133:1,3,23 182:4,7 located 6:17 loe 137:4 long 9:11 11:9 61:23 76:16 96:7 108:5 longer 39:1 179:17 179:18,19 look 17:10 39:21 40:21 41:11 111:22 121:19 128:13,16 192:13 192:15,18 196:17 197:21 212:7 216:25 219:21 looked 121:17 159:3 169:14 looking 24:8 28:22 41:21 56:9 100:24 115:10 121:15 131:14 144:17 145:12 156:20 160:1 166:9,13 173:25 191:15	193:19 200:7 211:22 looks 130:10 151:5 158:14 159:18 161:13 162:11 166:10 170:12 198:2 205:22 207:18 209:16 211:10 216:8 loop 227:23 lose 149:19,21 154:14 losers 149:19,21 150:3 lot 13:25,25 28:13 28:22 29:2 75:13 83:6,15 92:24 107:16,21 129:6 155:25 156:11,25 159:25 169:23 171:1 174:25 182:19 183:8 185:2 190:1,2 209:16 214:10 lots 28:6 100:17,17 love 143:20 loved 52:15 luck 106:23 luis 94:21 lunch 93:1,2 150:9 150:10,17,20 lupita 96:11,19 162:15 163:12,13 164:22,23 165:12 165:14,20 lynch 9:9,13 lynne 12:2 m ma 3:7 madam 37:22
--	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[making - meeting]

Page 22

making 35:20 109:6 114:5 136:2 136:4,5 210:8 218:4 224:20 man 64:14 manage 10:11,18 10:21 87:25 180:9 222:18 management 10:9 16:20 18:11,24 19:16,19 20:9 21:14,21 22:20,24 22:25 23:1,3,12 25:1,5,18 26:18,23 29:8,24 30:4 31:5 31:7,9,22 32:1,9 32:10 37:2 42:9 42:16,20 47:7,20 47:25 49:3,11,16 54:8 55:2,18 59:25 62:17 63:10 72:11 127:9 managers 28:24 managing 24:16 map 147:20 159:22 maps 159:23 marathon 64:8,11 64:13 march 86:10 180:1 197:16 199:3 marie 2:4 230:11 mark 25:12 53:11 53:16 69:23 71:9 76:7 77:9 157:23 188:24 190:20 191:25 192:25 193:8 194:6 196:22 198:14 200:5 204:8 206:6	211:5 212:12 215:23 220:11 marked 25:14 26:8 37:23 38:3 53:13,23 64:23 65:14,17 68:1,4,8 69:24 70:1 71:12 76:9 77:14 106:7 106:10 111:7,9 158:1 189:3 190:21 192:1 193:1,17 194:7 198:20 200:8 201:8 203:7,12 204:10 206:8 207:14 211:7 212:13 215:12,24 217:11,12 219:8 219:12 220:15 marker 42:16 market 44:2 markets 44:18 46:21 57:19 marking 53:19 marks 230:20 mary 1:15 4:3 7:16 106:12 229:7 231:1,25 massachusetts 1:19 6:18 229:6 match 27:18,19 194:23 199:8 matching 195:1 materials 173:19 matter 6:11 38:20 134:1 171:18 max 62:4 mdinger 2:18 mean 13:20 19:17 23:13,24 25:11 26:16 28:5,6,20	29:5 32:17 35:12 36:6 38:20 39:5 39:19,25 40:7 41:13 43:25 44:4 44:8,9,17 45:20 48:25 55:8 57:10 58:15 67:13,18,19 68:15 72:4,9 74:25 78:21 89:24 95:10 100:7,7,10 100:11 103:3 104:11 107:9,14 107:16 124:7 126:11 127:16 129:20,21 130:20 131:12 135:12 136:15 142:18 144:9 145:24 146:11 147:12 148:24 149:14,24 149:25 151:17 152:6,12 153:18 156:19 158:13 174:1 175:7 187:19,25 191:20 203:17 204:16 216:8 218:1,17,18 218:25 meaning 28:21 117:6 means 51:18 57:15 112:7 113:5,10 115:2 118:2 137:6 140:21 149:10 150:1 155:11,18 163:7 164:12 229:19 meant 32:11,18 66:5 72:16,25 98:7 107:13 134:4 141:23 143:17	217:22 218:2 228:15 media 6:10 50:18 106:4 157:19 198:12 217:8 226:20 medication 8:5 meet 12:1,6,9 55:7 55:19 67:11 106:24 135:1,3,7 146:18 150:19 153:25 159:5 meeting 13:12 16:20 19:16 21:18 21:20 22:13,15 43:10 49:4 55:4,9 55:17,20,22 56:18 59:7 61:10 62:16 62:22 63:5,10,12 63:18,18,22,24 64:5,9,18 65:24 66:4,8,9,19,23 67:1,4,8,21 69:16 70:20 73:11,25 74:1,5 102:7 106:20 108:2,11 108:12,14 109:1,4 109:10 112:4,7,10 112:13,16 117:16 121:1,11 126:10 126:16 127:7,20 128:23 129:5 130:9,16 132:7 139:5,13 141:1 143:24 144:13,13 145:15 146:5,11 147:25 150:6,9,10 150:17,19 151:14 157:23 158:10,15 159:10,13 160:9 160:24 161:9,13
--	---	--	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[meeting - need]

Page 23

161:15,16 164:8 165:3 167:8,10 168:7 171:8 182:22 217:16 220:24 221:10 meets 16:16 mention 110:3 159:6 mentioned 18:21 25:1 34:16 37:15 53:16 90:3 145:24 merkensteijn 182:17 183:13,14 217:20 merrill 9:8,13 mess 12:23 175:16 met 12:13,16 13:25 69:5,7,11 79:24 96:13 97:3 107:3 131:22 135:8,11,16 219:2 metaphorical 107:11,12,20 michael 2:13 7:7 microphones 6:3,6 mid 180:1 middle 61:21 miller 94:15 178:17 million 10:16 114:23,24 134:5,6 134:7 137:3,21 138:1 221:8 mind 47:2,17 147:20 mindset 145:20,23 mine 30:14 75:4 99:6 miniature 52:7 minute 34:6 62:3 198:6	minutes 62:3 105:16 126:17 misleading 119:22 missing 195:8,9 200:4 mission 219:6 misstates 22:6 mixed 204:3,3 mks 4:12,12,13,13 4:15,15,16,16,17 4:18,18,19,19,20 4:20,21,21,22,22 4:23,23,24,25 5:3 5:4,5,6,7,8,9,10,11 5:12,13,14,15,15 5:16,17,18 26:9 53:12 64:25 68:9 69:24 71:11,20 76:8 77:10 106:8 111:7 157:25 189:2 190:20 191:25 193:3,9 194:6 198:15 200:6 201:6 203:12 204:9 206:7 207:13 211:6 212:11 215:7,23 217:11 model 29:3 molecules 147:18 momentum 218:24 monday 63:16,20 63:25 64:10 66:8 108:4 monetary 149:15 149:18 money 12:1 20:18 21:4,15,15 22:3 29:3 43:23,23,25 44:2,3,9,20 45:2,2	45:13,13,13 46:12 46:12 49:24,24 56:20 57:8,9 80:10 81:9,18 82:3,15 87:9 88:9 88:12,15 90:22,24 91:20,22 138:7 159:22 162:20 163:23,24,24,25 164:2,4,5 166:25 173:21,22 174:3,4 174:8,13,16 177:19 178:7 181:21 183:18 184:23 188:4 219:25 221:1,4,11 222:8 225:10,12 225:17 monies 38:24 39:4 39:5 85:1,20,21,22 88:8 91:14 110:14 174:25 175:12 178:14,19 182:7 187:25 208:3 month 171:12 178:21 205:8 monthly 176:21 177:6 197:23 months 176:15 morning 6:1 7:23 64:5 150:8,11 motion 220:14 motivated 70:17 mouth 41:1,6 move 15:11 34:5 43:17 50:3 72:22 73:4 188:11 moved 63:24 moving 15:1 83:12 113:25 122:1 134:3 136:1 140:9	141:11,22 147:2 174:9 188:17 mtg 112:6 multibillion 28:7 multiple 92:14 103:7 169:3 munoz 165:12 166:5 mushy 187:8 musical 52:7 muñoz 96:16 164:22 n n 4:1 162:12 name 6:18 12:2 18:14 69:12 96:11 126:11 133:20 139:10 143:9,18 145:6 207:21 natalie 55:4 62:20 65:20 national 78:4 nations 78:13,14 78:23 nature 125:9 154:11 nda 54:7,10,16,21 172:24 nda.fda.2017.doc. 54:6 near 47:9 56:19 57:3,7 115:17 160:17 161:5 neared 57:3,10 necessarily 144:10 necessary 20:13 103:6 230:21 need 8:12,14,17 11:14 27:18,19 31:25 32:9,10 43:4 51:25 54:14
---	---	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[need - oh]

Page 24

54:19 67:14 103:1 107:23 114:18 140:10 144:6 154:17 165:2,4 171:11 174:4 189:20 192:16 193:24 216:22 needed 20:3,5 49:25 72:10 74:21 146:21 166:23,25 174:7,7 needs 174:2 negative 144:10 167:25 168:3 negatively 46:10 network 18:18 networks 23:7 161:23,23,24,25 never 21:23 25:7 29:13 30:14 36:14 38:22,23,24,25,25 46:8 99:11,12,13 101:2 125:10 148:15,21 152:9 172:15,19 176:4 179:8 208:6 new 1:2 2:7 6:14 13:25 18:17 55:7 55:19 63:17 64:3 64:4,8 66:8 135:6 138:24 139:1 140:20 143:4 160:6,17 170:7 179:24 182:19 newer 170:9 news 107:7 164:8 night 144:14,15,19 144:19,20 145:15 151:20 nights 202:8	nil 109:12 nj 2:16 nobis 170:14 184:17 196:11 nod 8:13 nonprofit 12:4 183:7 nonverbal 180:1 nope 170:20 normally 27:7 40:16 103:12 notary 229:5 notation 203:17 205:17 notations 230:20 note 6:3 52:8,18 52:20 55:11 59:3 128:12 159:2,9 191:4 194:25 199:9,9 noted 89:9 197:22 204:4 231:21 notes 5:20 21:5 53:1 107:25 110:3 110:25 111:6,21 112:9,12,15,18 115:10 127:6 129:17 130:6 134:3 138:19,20 138:25 141:23 144:18 150:10,16 157:9,22 158:6 160:15 161:6,19 162:3,8 163:11 164:23 166:10 167:8,16 168:9 220:20 notice 207:12,17 noticed 150:12 noticing 196:9	november 63:15 108:2 112:1 167:7 206:23 229:25 number 71:20 114:22 139:22 195:2,17 196:15 213:7,10 219:16 221:14,16 226:20 numbered 68:9 71:10 numbering 37:24 numbers 134:4 175:25 ny 2:7 o o 162:12 o'clock 50:19 64:10 oath 6:22 8:1 object 87:6 objection 18:7 19:3,15 20:25 21:16 22:5,5 25:24 32:20 33:13 35:11 36:2 40:4 45:24 46:25 50:2 50:24 55:23 56:1 56:7 73:1,6 74:14 75:2,25 78:25 80:13 87:22 92:15 102:18 103:15,18 104:15 123:19 131:4 138:11 objections 17:24 objective 145:19 objectives 98:6 obligation 16:16 152:24 observer 14:1 obstacles 76:18	obtain 21:1,9 42:8 42:15 47:5,6,20 49:2 117:12,17 169:3 170:11,17 obtained 169:5 209:18 224:8 obtaining 173:10 obvious 33:1 56:23 67:14 obviously 17:5 37:20 47:12,14 60:12 85:2 146:11 occasion 107:3 occasions 129:19 129:23 ocean 61:21 october 26:5 54:3 odeon 160:2,6,12 offer 121:8 offering 31:6 132:8 office 2:15 8:22 9:22 10:6 18:18 23:7 61:19 87:20 169:11 176:2 207:3,5,22 208:10 officers 208:18 209:7,9 offices 6:17 65:25 191:1 206:22 oh 9:12 10:12 12:16 18:23 31:11 39:11 55:14,16 61:8 64:2,14 79:7 83:23 84:14 85:13 92:9 123:23 139:6 144:15 147:23 155:4 157:13 159:8 160:14,17 161:12 163:18 171:14 181:17
--	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[oh - page]

Page 25

186:25 187:17,21 195:2 211:24 214:22 215:7 216:14 227:9 oil 12:24 58:18 122:12,14,17 129:3 okay 8:7,16 9:24 10:12 15:10 22:17 24:25 25:11 27:13 27:22 29:4 33:11 35:16 39:11 40:13 41:20 42:25 44:4 46:1,14 52:17 55:16 57:13 59:5 61:16 63:21 64:22 65:12 70:25 79:4 81:3,12 83:23 85:23 86:18 87:14 91:24 97:12 100:23 105:14 107:17,19 111:18 117:8 119:5,8 124:25 129:25 132:20 134:15 139:6 147:21 150:21 151:3 153:20,21,23 158:11 159:8,11 160:17 162:3 163:18 167:3,23 169:13 171:4 179:9 184:20 187:24 188:6 194:21,21 195:24 196:12,17 197:21 199:19 200:16,25 201:5 202:14 205:6 206:16 207:8 208:5,20 210:5,16 211:13	211:21 215:4 216:14 222:4,7 224:2,4 225:15 228:21 old 140:20 169:24 169:25 173:19 176:7 older 170:3 once 46:25 135:24 ones 75:19 162:10 182:16 183:21 192:16,18 194:23 204:24 ongoing 152:24 open 32:24 181:15 227:18 opened 13:21 178:13 223:12 opening 109:6 operate 75:14 152:13,21 154:25 156:19 operates 152:19 156:24 operations 113:20 122:8 operator 3:13 6:1 7:13 50:13,17 105:19 106:3 156:5 157:14,18 198:7,11 217:3,7 226:17 opine 100:21 opinion 51:11,12 99:20 100:6,10 101:6 opinions 74:22 opponents 27:19 opportunity 13:15 30:10,23 127:21 146:16,17 148:16	148:21 149:2,3 167:21 opposed 221:17 opposition 98:23 98:25 99:5 103:24 oppression 122:11 orbits 147:15 order 1:14 4:14 14:24 15:2,3,18,24 16:17,17 21:8 37:23 38:1 42:2 42:14 47:1,5 53:16,22 65:8 79:2 93:17 125:16 125:23 126:3,7 166:25 174:8 179:23 208:1 223:1 224:11 227:4 ordered 47:10 56:15 organization 173:15 183:7 organized 95:1 original 5:24 230:6,10,12 outbox 76:5 outcome 6:24 27:21 98:4 141:3 229:15 outcomes 145:4 outline 217:1 outrageous 48:19 outside 13:22 17:21 31:20,21 34:23 35:22 37:1 37:2,8 56:2 60:9 98:14 107:14 114:3 135:14 217:24 218:5,19 218:21 219:19	outstanding 201:21 overall 95:12 overwhelm 217:24 owes 139:20 owned 110:23 130:21 222:8 owning 118:8 owns 117:23 220:2 220:3 p p.c. 1:17 3:3 p.m. 65:24 105:21 105:23 106:2 157:16,17 198:9 198:10 217:5,6 226:18 228:22 pablo 69:4 162:15 162:23 165:7 pachamama 12:4 182:18 183:4,6 219:3,4 pack 172:15 packet 172:11 179:21 page 4:5,11 5:2 26:2,12 31:2,2 32:2 36:24 38:10 65:10 71:16 77:12 77:13,18 97:25 98:20 101:9 102:3 102:4 104:1 106:22 107:3 120:17 129:24 130:1,1,1,4 131:25 136:1 138:23,25 143:20 144:17 147:2 150:5 158:16,17 159:4 160:1 161:8 162:7 164:24 166:9
---	--	---	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[page - permissible]

Page 26

167:6 180:18 184:16 194:2,11 196:6 197:18,20 197:25 204:22,25 213:20,20 214:4 214:11,11 215:8,8 215:10,10 231:5,7 page's 170:14 pages 1:12 111:23 129:16,20 196:18 197:10 212:4,5 paid 90:4,24 91:14 110:14 124:12,23 124:24 137:25 138:8 140:4 178:14 184:23 185:19,21 186:10 186:21 187:12,25 190:2,16,17 191:4 191:6,16,18 192:12,22 193:6 202:18,22 204:19 206:4,24 222:21 223:6,11,16 papers 121:9 180:2 paragraph 15:20 15:21 48:8 49:15 56:4,4 79:3,9 80:18 85:5,6,11 88:22 89:16 91:7 91:8,12 92:20 93:17,18 123:20 133:9 134:10 225:23 parallel 114:2,5 pardon 123:24 211:24 parents 220:5 park 2:6,16	parse 48:2 part 12:8 13:14,16 35:4 56:21 57:20 57:24 65:11 80:23 86:16,24 90:18,20 90:25 94:23 128:3 140:12 222:21 223:6,7,16 224:10 225:1 participating 125:16 126:7 168:7 particular 23:21 23:23 39:17 131:14,24 132:1 146:5,8,11 154:2 165:10 168:20 227:3 228:3 parties 6:9 110:24 187:25 188:2 228:5 partner 62:8 94:10 134:7 partnered 10:25 partners 28:23,25 partnership 127:21 party 6:22 187:12 221:8 230:10 passage 141:17,24 passthrough 87:20 patricio 69:12 97:2 patriciosalazarc... 97:9 paul 29:6 43:5 53:3 55:1 56:17 158:19 pay 88:12 116:11 132:24,25 178:20 180:16 181:5	203:18 204:2,5 213:14 218:18 224:10 225:1 paying 87:11 88:21 89:3 90:14 139:18 214:16 payment 82:5,20 83:3 89:3,3 157:12,13 173:2 176:21,22,23 185:14 189:12,18 190:18 191:9,13 191:14,16 192:9 192:11,21 194:18 196:5,7,23 197:13 199:6 207:9 211:10,11,12 214:14 payments 16:22 80:11,22,25 81:10 81:20 82:11 83:7 83:9,16,17,18 84:8 84:20 85:1,17,20 85:22 86:2,5,7,14 86:22 88:20,25 90:3,11,16 91:7,14 91:20 125:8,13 138:6 157:10 168:11 174:18,19 174:25 175:8 176:10,17,20 182:6,9 184:16,17 185:13,14,15,16 185:18 186:9 201:11,15,21 203:20 205:1,10 206:13,19 210:4 219:19,20 222:11 222:15 225:10 payor 87:12	peek 219:11 227:23 pending 8:19 20:19 people 14:1 23:10 23:14 27:8,19 28:22 30:16 36:9 40:1 46:7 51:23 51:25 67:7 70:25 71:5 73:24 74:8 103:4,6,7,9 107:15 107:22,22 110:25 116:20 123:14 131:21 134:20,24 141:9 142:13 149:9,14 151:21 154:11,15 166:14 171:1 183:9 222:2 people's 30:13 74:22 peoples 13:2 20:18 95:1 96:6 percent 27:14 89:23 90:23 91:19 91:21 94:8 110:4 110:5,9,10,14 123:2,13 125:1 130:3 132:9,22 133:2 155:10,17 170:2 171:6 225:9 225:11 percentage 90:9 91:23 110:23 123:4 131:2 132:9 225:3,13 percentages 110:6 perfect 148:15,21 perfectly 19:22 102:9 104:8,13 permissible 228:6
---	--	---	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[permits - private]

Page 27

permits 47:1	108:2 115:23	91:16 132:10,12	present 3:13 6:25
person 12:12,16	160:3 182:19	132:13,21 223:10	153:4
24:11 25:1 44:8	229:8	portions 228:17	presentation
55:4 59:11 65:21	placed 223:15	position 173:6	108:17,22
68:16 71:24 95:22	224:15	positive 41:18	presented 37:17
96:24 153:12	places 41:17	219:1	presents 158:17
180:25 219:2	134:20 160:9	possibility 173:6	preservation
229:15	169:3	possible 25:2 57:5	179:22
personal 21:19	plaintiff 1:7 2:19	151:7 222:3	preserve 183:7
142:1,3,10,13,16	plaintiffs 19:9,12	possibly 72:21	pressure 102:10
148:8,14 201:25	68:22 69:1 97:4	post 2:15 163:16	102:16 134:19
209:17,22	97:13,20 98:11	pot 132:13	presumption
personally 8:22	99:9,14 105:3,10	potential 18:11	224:20
148:13 190:3	140:16 157:1	23:24 31:18 57:22	pretext 48:24 49:1
perspective	221:24	58:1 98:11 102:10	pretty 63:21 67:6
173:24	plan 136:9	102:11,17 109:23	114:2 175:22
perspectives	planet 166:14	121:9 126:10	prevail 218:7
119:18	planned 206:23	127:14,21 137:8	previously 25:5
peter 79:19 98:19	planning 66:23	152:24	34:14 53:17
phil 78:2 202:9	play 118:13,24	potentially 23:6	106:14 177:1
phillips 78:24	119:10 183:1	29:17,21 30:10,23	price 44:20,24
79:13	plays 56:16	35:21 41:17 46:7	45:6 46:6,10,24
phone 61:7,8 63:2	please 6:3,5 7:14	153:3 224:18	51:10 57:2,9
64:21 130:8,10	17:19 25:25 34:13	power 140:20,21	primarily 131:17
135:3,5,21 153:12	36:4 50:21 57:23	140:23 141:2	135:5
153:13 204:1,5	82:22 86:20 98:1	144:21 145:6	primary 24:17
phones 6:6	101:10 114:1	powerhouse	135:2
phrase 82:23	117:14 156:7	217:23	principles 174:11
pichincha 120:14	165:25 230:17,21	pr 71:24 95:22	print 229:10
pick 6:4 16:7	231:1,5	96:13,23	printer 185:6
piece 24:20 58:5	plus 56:21 57:24	practice 45:16,18	printing 185:7,9
104:9 130:20	140:23 141:2	predates 169:24	prior 14:11 22:6
133:2	144:22	prefer 56:9	32:5 33:24 34:4
pieces 24:16 40:7	point 14:25 15:8	prehearing 38:2	62:22 63:5 71:3
40:11	20:21 36:25 38:7	prep 158:14	158:9 176:24,24
pillar 58:4	42:2 47:8 99:7	preparation	191:17,19 201:15
pitch 146:22,25	210:21	140:25 145:11	214:4
pits 58:18	popped 59:8	prepare 67:4	private 6:4 10:5
pivot 33:12	portfolio 28:24	73:16,17,18,21	44:3,12,17 46:5,9
place 6:6,8 18:24	portion 80:24	prepared 7:25	46:14,23 51:9
29:13 42:12 80:6	86:16,24 90:19	67:21 73:14,20,23	54:18 57:17 103:9

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[private - read]

Page 28

103:10,12,14 180:22 pro 171:5,5 probably 21:23 72:21 73:11 82:23 91:5 136:25 147:9 150:13 154:16 155:4 156:21 158:9 163:15 168:5 181:17 184:5 205:18 problem 39:22 40:3 41:8,24 117:15 156:9 problematic 32:14 32:19 102:6 125:23 154:2 proceed 7:15 proceeding 97:16 120:13,14 137:12 227:3 proceedings 20:20 95:15 117:12,16 137:9 163:1 proceeds 44:13 80:23 86:15,23 87:4,7 89:18,21,25 90:5,12,17,23 91:3 125:1 127:10 131:2 187:15,18 187:19,21 222:21 223:6 225:2,3,13 process 18:22 104:7,12,13 115:11 180:7 222:15 produce 52:20 138:1 produced 14:17 15:15 53:12 64:24 76:3 83:20 169:15	174:18 210:11,14 210:15 211:18,20 212:5 215:9 219:8 219:15 production 7:18 16:15,16 83:7,16 212:8 productions 168:22 professional 170:24 profit 29:25 30:6 profitable 29:21 30:10,23 profits 30:13 41:22 166:14 program 147:22 progress 186:17 187:7 project 175:16 prompted 113:1 properly 200:2 property 220:2,3 220:8 proposing 47:14 proprietor 180:21 180:23 protect 104:7,12 156:1,11 protected 44:10 protective 1:14 154:8 227:4 provide 8:21 76:22 170:3 provided 89:20 91:22 169:9 172:24 174:17 175:2 189:15 225:2,12 227:15 providing 173:12	provision 227:17 psychology 9:4 public 44:2,18 46:18,21 57:19 62:11 162:1 229:5 pull 53:1 purportedly 138:8 purports 219:17 purpose 59:15 67:10,19 127:17 127:19 138:16,18 173:11 174:5 176:20 178:6 179:3 181:15 purposes 43:1 227:5 pursuant 1:14 177:5 185:19,21 pushing 76:17 put 40:25 41:5,16 59:18 65:7 102:10 102:16 172:21 176:2 204:6 208:2 209:8 puts 56:11 134:20 q q&a 128:8 quarterback 10:20 question 8:19 16:9 16:9 19:23 33:23 33:25 50:21,25 72:7 80:20 81:4,5 81:23 84:1,5,21 85:15 86:19 87:6 91:18 100:8 156:7 168:5 170:23 187:24 209:15 222:24 223:20,25 questioning 15:24 49:14,17 51:1	186:18 questions 14:22 16:23 56:10 126:9 126:15,18,23 168:8 177:3 210:19 220:22 222:5,6 224:5 228:4 quick 61:11,25 217:1 quite 169:24 174:18 quito 183:8 quoting 80:20 r r 184:4 207:22 229:1 racketeering 33:17 rain 13:14,16 183:7 219:5 raise 24:2 153:6,8 153:14,15 raised 24:4 128:19 153:6,18,21 174:4 221:11 225:18,20 random 18:13 161:6 168:5 ranging 21:9 rate 41:18 rdr 1:23 229:24 reach 18:13 20:6 43:13 52:2,5 92:20 reached 12:2 22:21 26:14 read 11:25 36:9,10 50:21,22 52:15 99:17,20 114:22 115:14 117:25 118:15 123:11
---	--	--	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[read - referring]

Page 29

141:17 142:4 143:18 154:23 158:23 159:16 162:8,14 166:16 216:15 220:18 223:22,23 231:19 reading 15:23 150:12 230:16 ready 93:6 real 217:1 220:2,3 220:4,10 realized 107:17,18 150:13 really 10:25 13:23 23:9,11 28:4,12 35:14 44:10 83:12 96:20 114:17,21 119:7 121:2 127:17 128:6,6 147:22,23 151:16 165:4 186:13 219:3,3 224:1 228:17 realtime 1:24 229:2,3,4 reason 8:2 47:21 169:4 188:1 199:19 216:14 231:7 reasons 230:18 recall 17:5 25:17 25:22 48:20 53:7 93:15 107:12 109:11 110:4 111:4 113:19 114:8 116:12 119:19 121:13 126:4,5,10,15,18 126:23 127:1,3,5 127:13 128:20,22 132:15 134:8	136:20 137:20 140:13 141:21 156:3 158:8 165:22 166:15 170:6 172:12 175:3 179:25 185:12,20 197:14 201:11 202:24 210:7 221:25 225:5 228:2 recalling 134:9 receipts 179:7 189:10 receive 24:23 153:22 208:1 received 85:1,20 85:22 101:18 102:22 138:9 169:18 175:13 177:6 179:21,22 180:2,5 182:5,7,12 187:16,18 188:3 203:19 205:25 206:3 212:9,10 220:4 223:10 224:14,16 receiving 88:8,9 201:14 reception 108:9 recess 50:15 106:13 157:16 198:9 217:5 recessed 105:22 recipient 207:7 recipients 93:12 recognize 178:25 190:24 recollect 132:20 recollection 86:8 109:10 112:24 116:25 122:13	161:22 185:4 220:23 221:3,9 recommend 98:22 160:3 reconcile 85:8 reconciling 186:17 reconvene 105:23 record 6:2,9 7:2 17:15 25:13 26:7 37:12 50:7,7,9,14 50:18,22 53:19 56:7 64:15 65:5 71:17 93:3 105:18 105:20 106:4 157:15,19 183:23 188:18,25 193:16 197:11 198:4,5,8 198:12 203:3,4 216:6,9 217:4,8 223:23 226:18,23 227:2 229:12 230:10 231:22 recorded 6:11 recording 6:8 recordkeeping 178:8 records 168:20,25 169:2 170:4 173:11,12 174:17 175:2,7,10,18,24 176:9,18 181:17 182:15 186:2 192:13,17 209:17 recover 75:11 redacted 204:16 204:24 205:14,16 213:3 redesign 186:12 redesigning 186:14	reduced 229:10 refer 14:19 55:17 103:2 155:3 166:24 230:21 231:5 reference 15:20 37:7,25 55:14,20 55:22 110:6 112:19 113:17 114:4,19 115:2,5,7 115:12,20 116:4 116:12 119:25 120:10,12,19 123:4 128:15 137:8,19 139:20 140:3,15 141:8,13 141:15 144:23 145:9 147:4,9 148:2 149:20 150:18 152:15 155:23 159:20,24 162:21 163:9,15 163:23 166:15 190:4 215:1,2 referenced 16:11 36:16 208:4 references 55:13 134:8 159:14 164:21,22 referencing 125:10 151:18 221:13 referred 31:14 107:4 116:25 138:7 164:3,14 172:11 191:9 referring 25:23 34:19 54:2 98:24 103:23 104:1,13 104:18 122:14 136:20 160:5
---	--	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[refers - resumed]

Page 30

refers 76:23 113:11 121:21,24 122:18 125:17 130:21 134:18 137:16,24 161:10 161:14,17 168:2 reflect 102:6 212:23,24 reflected 127:8 reflecting 196:7 reflects 153:9 refresh 220:22 221:9 regarding 60:6 132:4 166:10 168:11 221:10 regardless 146:19 registered 229:3 registration 180:17 reimbursement 176:23,25 197:24 200:4 203:13 215:19 reimbursements 199:10 200:14 relate 158:7 161:20 213:4 related 6:22 14:17 34:11 75:22 101:11,14 102:15 107:25 115:8 117:13,17,20 124:4 128:17 130:1 132:15,21 134:21,22 135:6 136:4,5 137:12 138:25 139:16 157:22 160:15,18 168:15 174:13 176:18 179:6	180:3 186:12 196:18 206:1,3,18 208:8,13,15 210:22 relates 47:14 88:25 89:18 136:6 148:9 193:5 194:2 196:2 206:15 relating 98:22 101:6,22 102:1 152:25 relation 134:16 relationship 89:20 89:24 95:3 105:3 137:15 183:3 relevant 37:20 57:22 58:1 113:14 153:3 176:7 remain 74:24 remaining 132:9 remember 7:25 8:10 36:19,20,23 52:24 53:4 61:16 61:24,25 64:20 66:22 68:10,12 71:4 78:8 109:21 113:15 117:8,11 117:15 118:7,9 119:3,13 120:13 121:24 122:2,23 125:21 129:4,6 130:5,8 133:20 136:6,7,19 138:16 138:18,23 140:11 140:17 141:12 144:17,23 150:3,7 153:18 156:18 157:5 158:7 159:2 159:14 161:2,17 164:12 166:18 175:19 185:3	197:22 209:8 219:21 221:22 225:6 remembered 129:2 remind 144:1,2 reminds 147:18 repeat 40:24 156:6 rephrase 80:20 reported 229:10 reporter 1:23 5:24 6:20 7:14,19 8:11 8:15 37:22 50:20 105:15 223:21 229:3,4,20 reports 137:22 138:1 represent 189:24 192:7 representatives 99:15 represented 68:22 69:1 79:15 representing 215:17 represents 97:19 214:21 reproduction 229:18 reputation 28:8,9 request 8:18 22:1 22:2,11 102:5,15 132:16 189:22 requested 50:22 223:23 requesting 67:18 required 51:7 208:1 research 52:11 67:16,20 158:21 161:20 166:10	researched 67:5,7 reservations 127:1 reserve 17:5 49:19 228:8 reserves 228:2,7 resources 27:20 76:17,22 respect 16:17 19:16 38:2 93:17 171:2 209:21 219:3 respectfully 21:10 49:19 respecting 171:23 respond 43:8 58:19,24,25 224:5 responded 31:25 responding 76:12 101:9 responds 102:3 response 54:22 71:21 responses 71:8 responsibility 222:18 responsible 12:24 62:8 177:9,12 189:17 203:24 responsive 169:15 restate 83:13 86:20 223:19 restaurant 66:16 160:5 result 82:5,20 83:3 90:24 91:14 110:15 139:21 resulted 80:11 81:10,19 82:11 223:6,15 resumed 50:16 157:17 198:10
--	--	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[resumed - says]

Page 31

217:6 retained 5:24 226:20 retainer 125:8 176:21,22 177:6 182:9 189:13 190:9 191:13 192:9,11 197:23 210:3 retainers 176:24 176:24 return 41:18 returned 5:25 213:14 reverse 50:23 review 54:12 131:11 reviewed 124:11 reward 122:17 149:10,11,15,15 149:16,16 rewarded 145:5,8 rex 76:13 94:4 211:14 rex's 94:10 rico 32:13,19,23 32:23 33:3,20,24 33:25 34:7,11,15 34:19,24 35:2,9,12 35:18,20,25 36:7 37:7,14 38:10 39:13,16,24 40:2 40:21 41:2,12,23 72:17,18 73:10 74:4 99:17,18,22 100:12,13 111:3 116:5 123:8,11 132:24 142:19 143:6 161:9,11 222:20 223:5	riding 25:19 26:19 right 9:9,19 17:4,5 21:25 23:4 25:5 26:3 30:8,19 33:18 34:8 39:19 40:17 41:22 42:22 44:21 45:11 46:16 46:22 48:11 51:13 51:19 55:10 56:3 56:23 57:10 61:14 65:22,25 73:12 76:19 81:6 85:23 89:10 90:6 100:16 103:12 108:3 111:24 112:2,7 115:18,24 118:15 123:5,15 125:2 126:12 133:16,17 134:5 141:12 142:4 143:15 145:12,20,23 148:3,7 151:16,17 161:3 166:11 168:8 169:6,25 170:1 174:23 176:13,15 177:8 181:18 186:20 187:5,16 188:5,11 188:12 189:6,13 189:20 191:2 194:13 195:5 196:20 197:3,19 199:4,10 200:19 200:22,23 203:11 205:8,23 207:19 212:23 213:21 214:3,22,24 216:9 222:12 223:11 224:11,16 225:25 rights 49:19 60:12 207:6 228:2,7,8	ring 120:15 185:7 risk 30:12 37:17 122:17 149:11 152:16 170:25 risks 168:1 risky 29:18,20 rizack 168:18 169:6 170:1 173:11 184:6 209:18 210:14 211:16 212:1 216:13,18 rizack's 175:6 road 60:12 roger 184:3 role 14:21 15:5,6 19:13 62:7 71:23 79:18,21 93:25 94:2,7,11,18 95:8 96:1,8 105:7,11 162:25 163:5 173:13,14 190:5,8 190:10 209:21 room 6:25 royce 174:20 rufolo 2:12 7:8 rule 15:8 125:15 125:19 rules 7:24 ruling 38:18,19 118:14 119:11 run 15:24 64:11 64:13 223:1 running 9:21 runs 61:18 s s 3:5 10:7 181:2,3 sake 177:2 salazar 69:12,12 97:2,2	salazars 131:24 sales 146:22,25 saltzen 18:15 saltzenburg 18:15 saltzstein 19:19,22 22:19,21 26:13 31:15 saltzstein's 31:1 sat 108:20 satisfactorily 7:17 saturday 66:13 saw 58:23 98:23 99:11,12,13 182:23,24 saying 42:23 64:2 73:19,25 90:21 91:4 109:4 121:14 129:3,6 151:18 153:17 187:11 says 31:2 32:8,8 32:13 43:4 54:3,5 55:16 71:25 72:19 76:15,20,25 77:23 88:19 90:11 97:25 98:20 101:9 103:24 104:6 106:22 112:6,19 112:22 113:3,9,25 114:17 115:14 116:2,24 117:23 118:13,20,21 119:21 120:3,8,17 121:19 122:10 123:2,13 125:15 128:13 136:2,8,17 137:3,4,5,21,22 139:17 142:24 143:8 144:21 145:5 150:9 151:9 152:12 153:24 154:23,24 155:9
--	--	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[says - similar]

Page 32

156:25 159:21 161:8,24 162:9,13 162:15,15,16 165:9 166:23 167:25 199:9 205:1 207:21 213:23 214:12 215:10 221:1,7,20 227:17 scanning 150:15 scenario 46:16,23 schedule 62:16 scheduled 63:12 63:19 64:10,18 schedules 65:24 school 9:6 scope 16:17 17:22 31:21,21 37:1,2,8 42:23 56:3 85:2 119:6 135:14 187:8 228:6,14 scouring 29:1 scratch 70:4,6,7 70:12 scrolling 97:24 98:19 101:8 search 18:5 197:19 sec 119:21,25 second 14:5 26:2 33:7 71:16 83:11 86:18 92:25 99:21 101:10 110:20 124:14 138:23 168:24 191:8 193:20 214:14 216:5,24 225:20 section 207:22 224:11 security 133:24	see 11:14 13:14,16 15:23 16:22 17:11 17:12,21 23:17 26:12 27:15 31:11 32:1 38:11 39:14 39:22 41:8,23 43:6,7,11,12 51:17 52:11,13 54:23 56:24 64:11 65:20 66:7,11 72:17,23 72:24 77:3,18,24 90:10 101:2 102:12 106:18 107:1 111:23,23 124:15 128:17 147:11 162:13 168:6 173:21 179:5 185:6 189:20 195:2 197:19,25 199:8 206:25 210:13 213:11 219:10,17 219:21 221:1 seeing 132:15,20 173:23 seeking 47:13 seen 54:17 124:21 125:10 171:11 172:15,19 segregated 178:23 seizing 61:20 send 43:9 52:10 54:21,25 56:17 107:18,19 151:17 151:21 152:4 153:20,23 158:17 166:7 172:8,9,17 204:1 sending 68:10 sense 23:10,14,14 27:24,25 41:20	95:15 131:12 145:12 150:3,25 201:5 sensitive 6:3 92:19 sent 16:3 52:6,17 53:5 54:7 55:3 59:3 61:21 68:11 74:17,19,20 85:21 98:1 151:12,25 152:3,17 159:9 163:16 165:24 170:16 172:16 199:1 217:15 separate 179:5 194:10 203:22,25 215:6 separately 178:2 september 14:3 69:20,21 135:9 201:22 services 192:8 199:10 203:14,15 215:17 218:13 session 4:7 106:1 set 15:18 157:9,22 205:22,24 229:9 sets 111:20 settle 149:2,7 settlement 39:10 39:11 110:15 settling 119:16 seven 135:20 sgklaw.com 2:18 shameless 122:18 129:3 shape 24:22 111:1 share 70:20 shared 35:7 shareholder 25:20 26:20 218:13	shares 62:9 sharing 107:7 119:18 sheet 230:1,5,6,8 230:19,22 231:4,5 sheets 230:21 sheiks 129:7 sherman 133:20 133:21 ships 61:21 shirt 43:9 short 43:22 44:19 44:21 45:1,4 46:4 46:20 49:23 51:17 56:19 57:7,17 127:11 157:8 188:20 shortcut 92:24 shorting 45:12 show 28:18 29:10 29:11 53:6,8 83:7 83:16,21 108:16 174:18,19 175:7 177:14 192:14 showed 144:12,15 shows 199:6 shtick 56:22 sic 102:10 side 43:9 162:7 sided 65:10 70:10 70:11 sign 230:19 signature 229:23 230:2 signed 172:23 222:20 223:5 229:21 230:9 significant 10:15 signing 223:17 similar 52:24 53:5 96:17,19,20
--	---	--	---

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[similar - steven's]

Page 33

101:18 simple 21:21 84:20 85:24 simply 38:14 39:2 102:5 128:7 singer 29:6 43:5 43:14,18 52:3 53:3 55:1,9 56:17 58:19 59:4 158:19 159:3 184:3 singer's 158:17 single 146:6 sings 52:7 sit 47:10 108:19,24 sitting 92:17 situation 16:21 84:18 85:16 112:22 127:24 146:15 186:5 situations 84:23 six 11:8,9,10 226:20 skill 100:21 skills 30:17 45:17 51:15 100:25 slaght 174:20 slant 162:10 slater 3:13 6:19 slides 108:16 sloppy 82:24 small 11:11 137:1 185:16 smith 1:23 6:20 174:21 229:2,24 sneaking 225:23 sole 180:21,23 solely 208:22 solicitation 16:4 16:12 17:2 37:20 49:11 59:24	solution 20:7 solutions 1:25 somebody 31:17 59:8,9 67:11 146:4,18 163:12 somewhat 207:25 son 66:14 soon 106:25 sophisticated 51:4 51:7,15,24,25 sorry 17:11 33:23 58:15 111:14 126:13 165:24 189:1 190:15 195:24 226:3 sort 24:14 85:4 149:23 174:8 180:15 soul 12:1 sound 56:16 180:1 sounds 11:2 185:8 185:11 source 84:25 87:8 87:10 88:15,22 89:3 92:7,10 139:16 224:21 sources 36:12 170:13 224:5 south 160:22 southern 1:2 6:14 53:20 143:3 179:23 sovereign 112:23 space 24:7,8,11,12 112:23 170:24 spanish 19:10 spark 164:9 speak 19:10 94:23 96:14 speaking 17:24 73:24 74:2 169:21	special 12:8 specific 22:1 48:3 48:3 121:6 126:23 128:22 129:4 174:16 220:7 specifically 23:17 23:19 43:20 68:12 84:15 109:11,22 111:4 113:2 125:25 141:14 165:22 179:25 specifics 74:3 156:18 speculation 103:19 spent 187:25 split 109:17 spot 56:11 spouse 94:10 95:25 spreadsheet 176:1 205:18 square 85:15 squarely 80:15,16 88:17 srd 203:18 204:19 stairway 52:7 56:17 stamp 180:20 stamped 77:10 212:10 stand 108:21 130:2 141:7,9 181:4 standalone 130:4 standing 61:14 215:9 stands 49:18 78:6 78:15 start 102:9 109:2 147:10 178:10	209:14 started 9:18,25 10:2,2 109:4 180:7,22 218:24 starting 30:15 77:17,21 starts 111:14 state 7:1 47:2,17 55:25 227:6 stated 52:15 statement 45:22 212:18 216:10 statements 231:22 states 1:1 6:13 47:5 80:4 stating 32:25 stay 79:1 steer 134:10 stemmed 116:5 stenographically 229:9 step 149:9,15 203:25 steps 54:4 stern 2:12 7:7 steven 1:9 6:12 12:8 18:14 26:13 35:7 53:21 70:24 74:6,7 108:8 109:6 118:12 119:10 123:2 138:2 139:9 148:19 149:13 156:15 163:14 165:9 170:18 184:19,20 191:2 196:10 206:22 207:22 208:10 213:23 231:2 steven's 94:17
---	---	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[stock - talking]

Page 34

stock 44:20,24 45:6 46:6,10,10,19 46:19,23 51:10,18 56:19 57:2,7,9 127:11 stop 17:19,24 126:13 179:20 186:16 187:7 story 12:11 35:4,8 146:2 173:22 straight 89:22 90:9 133:3,14 strategic 32:12 51:22 strategically 27:1 155:1 218:6 strategies 27:20 119:15 strategy 28:14,16 45:16 117:24 118:8 136:2 218:15 stray 79:3 93:17 straying 91:12 streamline 8:22 9:22 10:3,5,6,18 15:3 87:20 177:22 180:22 181:1,3 208:22 214:12 street 1:18 3:6 6:18 161:2 stressful 226:13 strictly 98:2,17 strike 28:15 82:16 strokes 188:20 structure 127:14 127:15,18 136:2 147:4,5 structured 125:5 167:11	stuff 156:10 157:10,11 160:21 163:20 169:12,13 169:14,20,23 170:8,9 style 26:24 subject 14:25 15:17 16:5,18,24 submitted 206:21 submitting 203:23 subpoena 180:5 subscribe 231:21 succeed 148:25 successful 67:18 115:4 118:14 119:11,15 146:8 successfully 51:24 68:14 167:1 173:3 sue 139:10 148:18 149:13 sue's 143:14,16 suffering 8:7 suggested 22:19 141:5,5 172:3 suggesting 15:22 suggestion 165:13 suite 2:14 sullivan 1:15 4:3 4:11 5:2 6:11 7:10 7:12,16,23 14:12 25:12,14 26:8 53:11,13,19,23 64:23 65:17 68:1 68:4,8 69:23 70:1 71:9,12 76:9 77:9 77:14 106:10,12 111:9 158:1 189:3 190:21 192:1 193:1,17 194:7 198:20 200:8 201:8 203:7	204:10 206:8 207:14 211:7 212:13 215:12,24 217:12 219:12 220:15 226:19 228:2 229:7 231:1 231:25 summary 201:21 205:10 sunday 66:14,17 66:21 70:19 139:4 144:14,15,19,19 144:20 145:15 super 136:12,14 136:22,24 137:7 supplied 221:17 221:18 230:19 support 114:18 142:2,11,14 221:11 supporter 182:18 supporters 171:2 supports 219:4 sure 7:24 10:14 32:1,9 34:14 37:24 38:4 50:8 53:18 54:9 57:14 59:10 65:1 67:2 68:25 71:25 79:1 79:8 81:17 82:23 86:22 87:13 91:12 96:10,24,25 100:9 101:21 133:9 155:24 161:23 164:6 198:3 212:6 212:8 216:21 surface 38:11 39:14,15,21,24,25 swear 7:14 sworn 7:19 106:14 229:8	sync 67:2 system 37:24 215:2,3 systems 1:24 229:4
t			
t 43:9 229:1,1 table 136:18 take 6:8 8:11,15 11:1 16:9 24:19 50:11 105:17 121:14 129:22 157:8 159:10,12 173:13 188:19 216:24 219:11,20 227:23 taken 47:3 129:18 129:19 144:18 158:7,8,9 167:8 229:8 231:3 takes 115:11 205:7 talk 17:16,25 32:5 36:9 66:19 76:3 97:22 108:19,24 109:8 127:18 129:24 130:13 145:16 149:6 153:14 165:9 166:5 172:2 176:8 176:17 182:14 205:19 talked 32:4 36:21 95:21 112:25 171:7,24 172:4 174:20 182:4,5 talking 11:18 42:19 66:22,24 74:8 83:19 84:16 85:10 90:2 109:13 109:14,16,17,20 111:22 114:15			

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[talking - tight]

Page 35

119:14 120:23	testify 8:2 47:10	27:18 28:1 32:13	193:15 198:2,19
128:3 140:25	testimony 8:12,21	32:25 33:9,24	199:20 200:2,6
144:24,24 148:10	22:6 34:4 123:3	34:6 37:1,5 38:5	202:9,14 210:12
163:12,13,14	202:21 225:5	38:14 39:15,23	211:15 214:25
166:1 186:4	226:19 229:12	41:14,15,21 44:23	215:5,20 216:15
187:24	230:18	45:17 47:8,22	216:23,25 218:14
talks 163:19,20	texaco 12:25	48:7,19 49:21,25	220:19 221:16
td 5:19 211:2,14	thank 50:12 54:4	51:9 52:25 55:5	222:1,4 224:17,19
team 76:17 99:9	59:3 93:21 214:10	61:4 62:3 67:16	226:4,4,10 227:1
technology 128:25	226:11,12,15	69:21 70:10 72:25	227:14 228:12,16
tell 41:13 55:6	therefor 230:18	75:16 78:13 80:2	thinking 21:22
59:15 64:17 70:17	thereof 230:9	80:6 82:23,24	28:13 32:12 41:2
84:3 85:7 92:7,13	thing 18:24 19:14	85:3,17 88:6,24	160:8
101:21 109:1	20:12 21:6 32:16	92:21,22,24 96:5	thinks 42:20 48:9
114:1 141:25	48:24 56:16 127:5	96:21 105:15	third 175:20
158:6 165:24	137:1 138:22	108:9 110:24	187:12,25 188:2
168:2 169:9	142:21,22 143:24	111:20 115:7	221:8
170:21 193:4	146:8 147:16	116:6,14 118:1,21	thought 13:17,23
200:1 204:1,15	148:7 185:9	120:8,25 122:4	21:20 24:5 30:9
216:2	186:19 192:23	126:11 130:15	38:14 40:22 41:7
telling 25:17	200:3 202:7	132:23 133:1,6,11	41:9 51:7 59:9
106:19 136:9	205:20,21 209:24	134:5 135:8,11	74:21,24 75:12
145:25	227:23 228:1	136:1,22,25	103:6 107:17
tells 19:19 173:22	things 23:16 34:6	138:10,24 139:1	122:25 129:10
tend 29:20	34:25 39:18 48:4	139:21 142:8	153:20 166:17
term 115:17	51:22,24 54:18	143:12 144:9	167:20 168:6
146:17	67:13 92:24 96:21	145:1 146:3,6,10	171:22 173:17
terms 35:15 47:13	103:9,10 122:5	149:10 150:14,16	174:6 182:5
89:12 90:8 98:6	128:6 129:9 135:6	150:18 152:16	187:24 216:14
109:23 169:20,21	138:20 147:12	154:24 157:24	threats 118:13,24
174:2 177:18	154:8 156:3	158:13 159:19	119:10
terrible 122:5	158:23 159:23	160:7,15,18,23	three 14:24 15:19
territory 91:13	190:2 198:19	163:4,15 164:1,17	16:23 17:13 90:3
testified 7:20 34:6	218:3,4,14,20,21	165:1,13,23	176:10 182:6
34:14 65:21	224:19	166:19 171:12	213:8,17 214:3,4
106:15 116:7	think 10:1 13:8	172:3,14 175:20	thrilled 152:2
124:25 176:9	14:3,16,18,25 15:4	176:6 177:4	thrown 76:18
177:4,18,21	15:13 16:2,8,10	178:21 183:9	thumbed 176:5
189:12 222:10	17:3 18:1,14 20:8	185:2 186:7,13,22	thursday 1:16
224:25	20:9,11 21:13	187:4 188:13	tight 98:5
	22:6 26:20 27:5	190:1 192:16	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[time - understand]

Page 36

time 12:20 14:9 17:19 38:3 45:25 50:13,19 51:12,21 57:2 78:4 81:15 93:2 96:7 105:19 106:5,13 118:5 120:18 121:20 122:6 129:18 132:25 152:23 155:21,22 157:14 157:20 170:25 182:12 188:17 198:7,13 213:16 217:3,9 226:11,14 times 66:16 135:11,16 156:2 156:12 213:8,17 timing 224:6,22 today 8:3,21 9:2 today's 226:18 told 35:19 61:20 64:20 93:13 100:5 100:9 138:4,10 152:4 179:5 202:17 ton 43:23 45:2,13 49:23 top 28:17 29:4,5 77:22 106:21 112:6 119:19 125:8 138:23 159:4,21 161:8 164:23 167:6 203:17 205:1 214:11 217:22 221:7 224:22 topic 49:10 128:10 128:11,11 topics 62:1 total 135:12 221:14	totally 32:15 touch 31:2 towbin 3:5 7:11,11 town 180:16 181:14 208:24 toy 56:16 track 84:14 178:24 tracking 91:11 100:4 traffic 153:16 transaction 18:19 39:7,9 46:8 108:1 transactional 23:8 24:7,13,24 transactions 24:21 transcript 227:2,8 228:9 229:17 230:12,20 231:19 231:21 transcript's 37:25 transcription 229:11 transfer 195:15 214:12,18,23 215:16 transfers 83:21,22 184:13 210:8 trap 169:22 trash 76:4 travel 167:20 trial 143:6 221:21 221:23,23 222:2 tribe 78:22 tribes 78:12 trip 12:3,5,7,9 13:3,5 14:2,3,5,8 14:17,18 15:16 16:3,11 17:1 69:20 70:21 71:1 71:5,6 79:25	107:4 151:21 201:22 202:1,5,9 triple 41:16 true 115:10 149:21 229:12 truly 214:8 trustees 208:18 trusts 219:23 truthfully 8:3 try 13:2 20:17 58:21 59:5 67:11 104:23 140:5 154:4 176:1 222:2 trying 14:19 19:13 22:1 30:22 35:14 36:12 37:16 40:17 40:20 41:1,6,14 42:3,6 45:7,21 53:2 57:11 58:6 60:10 79:6 89:17 89:19 90:7,15 91:6,11 119:2 132:18 133:8 137:1 142:10 146:24 149:6 169:22 173:7 180:4 185:2 186:6 186:9,20,24,25 206:12,14 213:14 218:14 223:2 turn 6:5 turnpike 2:14 twice 9:13 135:24 twist 12:2 two 11:12 34:7 44:9 61:11 62:3 66:16 67:7 78:4 109:5 111:20,22 114:9 128:5 132:23,23 141:2 159:1 165:1	167:21 168:21 169:12,13 174:7 194:19 199:17 202:8 212:4 type 19:14 20:6,8 41:21,22 49:15 56:4 79:3 83:23 91:13 128:5 134:11 types 218:13 typically 18:16 u u.s. 34:21,23,23 35:21,22 38:22 39:1,6,8 114:3,6 116:3,9,10,13 221:2,5 ultimately 21:14 43:13 54:7,25 59:1 62:23 63:12 um 25:21 28:19 34:17 124:13 133:5 147:24 158:20 162:17 166:22 171:20 174:24 179:15 181:22 205:3,9 umbrella 87:19 177:22 208:21 uncertain 98:4 unclear 216:16 understand 8:20 12:12,20 14:20 16:13 17:17 19:13 20:15 21:25 23:4 23:23 24:10 33:15 34:1,25 35:18 36:3,12,18 37:16 37:18 42:3,5,6 43:21 44:7,10 45:7,11,21 46:7,14
---	---	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[understand - want]

Page 37

49:10 54:16 56:13 57:11,14 58:7 67:12 72:4,8,16 75:10,16 79:5,6,7 81:22 87:6 89:1 89:19 90:7,16,21 91:4,11 92:11,18 92:21 93:18,25 96:8,23 97:16 100:16 101:1 102:24 103:11 104:11 107:24 116:4 119:8 127:23 128:9 129:17 132:18 133:10,12 135:1 137:1,11 142:18 155:20 166:24 173:14,16 174:5 180:12 186:7,9,21 187:10 192:6 206:13,15 214:7 218:3 223:24 224:14 understanding 12:22 17:9 23:20 29:23 30:3 32:10 32:18,23 33:3,20 34:10,18 35:1,23 36:7 39:4 40:10 54:14 57:1,4 62:7 62:13 68:21,25 71:22 74:23 76:21 78:9 79:15 92:5 94:24 95:2,8 102:14 103:3,5 104:18 105:2,6,11 110:8,10,13,18 113:4 115:1 116:7 123:7 124:2,7 130:19,24 131:7	131:13 132:2,7,11 139:19,23 142:12 173:8,8 174:2 211:4 222:14,17 225:14 understands 79:9 understood 12:11 14:11 18:2,2,3 19:11 20:3,5,12 25:8 29:7 34:3 40:6 52:13 53:4 62:12,21 67:8 71:4 73:10 95:21 97:12,15 129:1 133:3 163:22 167:3 173:10 176:8 207:8 underwood 65:21 unhappy 154:21 unique 129:9 unit 6:10 united 1:1 6:13 80:4 university 205:20 207:4,4,5 unpaid 176:23,24 unpopular 113:9 113:12,17 unredacted 212:22,24 unrelated 160:24 unspoken 132:10 132:12 unusual 207:25 update 182:21 uplift 27:8 upper 43:8 111:24 upset 37:24 151:25 use 35:14 102:16 179:1,5,17,19	217:23 227:8,18 useful 11:3 173:18 usually 129:10 136:24 v v 1:8 53:21 231:2 valid 34:22 35:22 validate 221:14 value 25:20 26:20 166:13 van 182:17 183:14 217:20 various 170:13 vehicle 82:9,18 83:1 venezuela 122:1,2 122:5,8 verbal 8:12 verdict 100:20 veritext 1:25 6:19 6:21 226:21 version 52:25 53:5 versus 16:17 victoria 93:14 video 1:15 3:13 6:1,8,10 7:13 50:13,17 105:19 106:3 156:5 157:14,18 198:7 198:11 217:3,7 226:17 videographer 6:20 view 23:20 27:24 29:15,16,19 37:16 39:18 40:1,19 46:22 51:21 145:23 147:9 190:5,10 228:17 viewed 31:17 40:15,16 144:7 173:15	views 33:10 village 160:22 violate 125:23 violation 125:16 126:7 violations 113:4 113:12 visit 96:22 visualizing 160:24 volume 1:12 230:16,20 vs 6:12 118:13 119:10 120:18 121:20 140:10,14 140:20 vulnerabilities 128:17 vulnerability 121:23 128:14 w wait 84:1 197:5 waiting 122:12,15 waiving 60:12 walk 212:16 walking 67:24 167:9 wall 107:20 walls 107:8,9,10 107:11,12 want 8:25 20:19 37:11,17 39:20 40:25 41:5,13 43:16,19 45:15 48:10,21,22,25 49:21 50:4,6,7 56:12 57:14 78:25 79:8 83:13 85:8 91:13 93:11 106:20 107:24 116:22 129:17 131:12 150:19
--	--	---	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[want - wrote]

Page 38

155:4 157:4,21 165:14,15,16 182:15 186:16 187:7,7,8 188:1 205:19 210:13,19 212:6 216:25 219:20 220:21 221:20,23 223:1 223:19 wanted 12:1 14:12 56:6 66:4 74:12 105:15 159:5 173:9 209:15 217:21 wanting 174:5 wants 41:15 143:8 143:18 war 150:25 watch 29:11 waters 184:1,1,3,4 watson 79:23 81:17 82:2,8,14,17 82:25 93:13,14,23 way 24:22 26:20 27:5 42:6,16 44:19 47:1 57:8 59:2,7 77:20 100:22 111:1 129:13 135:2 142:2,15 145:11 156:21 181:25 214:25 215:1 218:11,12 223:2 ways 44:9 we've 11:12 26:8 87:10 89:9 116:6 wealth 10:5,8,10 180:23 wealthy 24:19 website 186:12,15	week 12:5 135:24 135:24 158:12 175:20 weekend 64:9,12 66:7 182:24 weeks 121:14 weird 159:12 went 21:25 22:4 57:10 64:3 69:20 70:20 71:3 85:3 109:1 132:6 167:20 169:11 180:22 182:25 202:5 214:8,9 west 43:9 weyler 76:13,25 94:4,4 211:10,14 whatnot 139:25 whatsoever 46:9 wheelhouse 56:3 80:18 whispering 6:4 wife 66:14 93:22 94:17 178:17 182:2 188:3 william 3:13 willing 39:21 40:21 41:11 wilson 185:7 win 76:15 142:2,3 142:6,7,8,16 149:3 149:19,22,25 winners 149:19,22 winning 68:14,16 wins 49:25 149:24 wire 198:25 208:1 208:7 210:3 214:17 215:16 wired 213:22 wires 212:23,24 212:25 213:1,13	214:3 wiring 219:25 wishes 77:23 98:21 witness 3:11 4:3 7:14 15:9 17:6,16 18:13 19:5,25 21:18 22:8 26:23 32:22 33:6,16 36:4 40:6 46:1,3 48:15 50:12,24 51:3 68:7 70:8 72:13 73:2,7 74:16 75:3 79:8 81:14,24 83:25 86:20 87:2,15,24 89:5 92:5 93:20 93:22 102:21 103:21 106:13 110:24 111:12 116:22 123:22 124:19 131:7 133:19 134:12 135:16 156:6 193:6,19,21,23 194:20 195:10,14 195:18,23 197:8 198:17 200:10 201:20 211:25 215:11 224:1 225:7 226:1,7,12 226:15 wondered 184:9 wondering 149:24 word 33:18 115:15 116:6 117:24 151:6 159:17 words 30:22 40:25 41:5 73:8 98:9 99:6 100:14,17 102:21 132:6	134:25 136:11 143:11,12,14,16 work 10:14 11:14 19:2 26:21 27:6,7 45:16,20 51:23 77:20 106:23 115:8 124:4,9 135:6 147:11 151:1 168:16 170:19 173:1 179:4 191:12,16 191:17 204:2 worked 9:8 24:7 29:13 110:19 working 13:1 78:17 95:11 96:6 114:5,6 162:16 163:8 165:9 works 95:9,10,12 174:23 world 13:21 23:2 23:16,20 29:1 75:14 140:20,21 147:11 152:14,19 154:25 156:19,24 worth 42:21 worthy 40:22 wow 11:2 write 113:1 129:11 138:19 143:22,22 writes 106:22 writing 138:20 163:20 written 100:6,10 119:19 156:10 wrong 21:3 114:1 141:12,16,16 142:1 213:6,9 wrote 52:8 112:25 118:9 122:21 127:6 146:12
---	---	--	--

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

[wrote - zero]

Page 39

156:3 159:3	
x	
x 1:5,11 4:1 71:16	
y	
yanza 94:21	
yeah 11:16 38:18	
40:8,25 44:11	
58:6 68:12 73:23	
74:2 81:24 88:11	
107:12,16 118:3	
123:23 126:5	
131:14,19 135:23	
135:23 138:22	
144:8,9,11 146:2	
147:17 149:23	
150:22 151:3,4	
152:21 158:12	
160:7,14 161:4	
165:1 171:14	
178:12 180:6	
202:16 211:22	
218:20,20 226:3	
227:9	
year 205:7	
years 9:12 11:12	
203:16 222:22	
yell 152:6	
yells 152:9	
york 1:2 2:7 6:14	
18:18 55:7,19	
63:17 64:3,4,8	
66:8 135:6 143:4	
160:6,17 179:24	
182:20	
z	
zeppelin 43:9 52:6	
52:7,9,14,16 56:16	
zero 8:6,9 40:12	
40:12 60:1,4,22	
97:18 117:7	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF SEPTEMBER 1, 2016. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 20

[emblem:]
Defending the Amazonian region means
saving the world.

Amazonian Region Defense Front

Approved through Ministerial Decree No. 5

Calle Eloy Alfaro y Progreso, Nueva Loja – Sucumbios
Fax: 593-6 2831-930
Post Office Box: 21-01-30, Email: admin@fda.ecuanex.net.ec
www.amazoniavive.org
Av. Alejandro Labaka, frente a FUSA, Coca – Orellana
Telephone: (593-6) 2882-274

AMAZONIAN REGION – ECUADOR



**AGREEMENT TO DISPUTE A CASE AGAINST
CHEVRON TEXACO, NOW CHEVRON, IN ECUADOR**

1. The Amazonian Region Defense Front ("FDA"), on its own behalf and representing all of its member organizations, as well as the farmers residing in the Amazonian region impacted by the practices of Texaco (now known as Chevron); the Organization of Zionist Aboriginal Citizens of Ecuador (ONISE), representing the Zionist citizens; the Sequoia Aboriginal Organization of Ecuador (OISE), representing the Sequoia citizens; the Aboriginal Federation of Cofán Citizens of Ecuador (FEINCE), representing the people of Cofán, hereby enter into this agreement with the law firm of Kohn, Swift & Graf, of One South Broad Street, Philadelphia, Pennsylvania, the law offices of Steven R. Donziger, 111 E. 79th Street, New York, New York, and the law offices of Cristóbal Bonifaz of 48 North Pleasant Street, Amherst, Massachusetts, to take on the litigation of the case *Aguinda vs. Texaco* in Ecuador. This agreement supersedes any prior agreements.
2. The three law firms mentioned above hereby agree that they will handle the litigation of this case in Ecuador and/or the United States. The agreement with these law firms for them to handle the case includes the costs of Ecuadorian attorneys' fees to continue with this lawsuit in Ecuador and the litigation expenses.
3. On their part, the organizations indicated above to represent those affected by Texaco hereby agree that they will pay as legal compensation to the attorneys involved in the litigation a percentage of what is won in the case, this in addition to the costs incurred by the attorneys during the process of the litigation. This percentage will range between ten (10) and twenty-five (25) percent of the monetary value obtained as a result of the litigation or a settlement.

The exact percentage to be paid to the attorneys will be determined by them on the basis of the nature of their efforts and in relationship with the monetary amount obtained as a result of the litigation or a settlement.
4. When signing this document, the three law firms involved or one of their representatives agree that they will abide by the principles, guidelines and internal procedures established by the Executive Committee, the legal and legitimate entity representing the communities that are suing Chevrontexaco, today known as Chevron. The United States attorneys declare that they will work as a legal team and as authorized by the Committee that represents the parties involved.

For the purpose of leaving a record of this document and making it valid, the United States attorneys and the representatives of the parties involved sign it in four original copies.

January 2, 2006

[signature]
Ernel Chávez
**PRESIDENT OF AMAZONIAN REGION
DEFENSE FRONT (FDA)**

[signature]
Ricardo Payaguaje
PRESIDENT OF SEQUOIA NATIONALS (OISE)

[signature]
Luis Narváez
**PRESIDENT OF
COFAN NATIONALS (FEINCE)**

[signature]
Venancio Criollo
**PRESIDENT OF
ZIONIST NATIONALS (ONISE)**

[signature]
Joseph C. Kohn
ATTORNEY

[signature]
Steven R. Donziger
ATTORNEY

April 27, 2006

Cristóbal Bonifaz
ATTORNEY



Aprobado mediante acuerdo ministerial N° 5.

Calle Eloy Alfaro y Progreso, Nueva Loja – Sucumbios
Telefax: 593-6 2831-930
Casilla postal 21-01-30, Email, admin@fda.ecuapex.net.ec
www.amazoniavive.org
Av. Alejandro Labaka, frente a FUSA, Coca – Orellana
Teléfono (593-6) 2882-274

REGION AMAZONICA - ECUADOR

CONVENIO PARA LITIGIAR EL CASO EN CONTRA DE CHEVRON TEXACO, AHORA CHEVRON, EN ECUADOR

1. El Frente de Defensa de la Amazonía ("FDA") por sí mismo y en representación de todas sus organizaciones miembros así como también en representación de los residentes colonos de la Amazonía impactadas por las prácticas de Texaco (ahora conocido como Chevron); la Organización de la Nacionalidad Indígena Siona del Ecuador, ONISE, en representación de la Nacionalidad Siona; la Organización Indígena Secoya del Ecuador, OISE, en representación de la Nacionalidad Secoya; La Federación Indígena de la Nacionalidad Cofán del Ecuador, FEINCE, en representación de la Nacionalidad Cofán, suscriben este convenio con las firmas de abogados: Kohn Swift & Graf de One South Broad Street, Philadelphia, Pennsylvania, y Law Offices of Steven R. Donziger, 111 E. 79th Street, New York, New York, Las Offices de Cristóbal Bonifaz de 48 North Pleasant Street, Amherst, Massachusetts, para hacer la litigación del juicio *Aguinda vs. Texaco* en el Ecuador. Este convenio suplanta otros convenios previos.

2. Las tres firmas legales mencionadas se comprometen a llevar a cabo la litigación de este caso en el Ecuador y/o en los Estados Unidos. El compromiso de estas firmas, para hacer este caso, incluye la financiación de abogados ecuatorianos para proseguir con este juicio en el Ecuador y cubrir los gastos de la litigación.

3. Por su parte las organizaciones mencionadas en representación de los afectados por Texaco se comprometen a pagar por compensación legal para todos los abogados involucrados en la litigación, un porcentaje de lo que se gane en el caso, a parte de los gastos incurridos por los abogados al litigar el caso. Este porcentaje variará entre un diez (10) y un veinticinco (25) por ciento del valor que se gane a razón de la litigación o de una negociación.

La determinación del porcentaje exacto será fijada por los abogados quienes lo harán después de determinar la naturaleza del esfuerzo efectuado y en relación al monto del resultado económico del juicio o de una negociación.

4. Las tres firmas legales o uno de sus representantes, al firmar este documento, se comprometen con los principios, normas y procesos internos establecidos por el Comité Ejecutivo, que es el órgano legal y legítimo que representan a las comunidades afectadas que están demandando a Chevrontexaco, hoy Chevron. Los abogados norteamericanos declaran que trabajan como parte del equipo legal y bajo la autoridad del Comité que representan a los afectados.

Para constancia y validez de este documento firman los abogados norteamericanos y los representantes de los afectados en cuatro versiones originales.


2 de enero del 2006

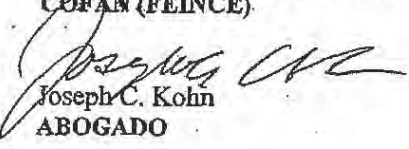

Ernel Chávez

**PRESIDENTE DEL FRENTE DE
DEFENSA DE LA AMAZONIA (FDA)**



Ricardo Payaguaje

**PRESIDENTE DE LA NACIONALIDAD
SECOYA (OISE)**


Luis Narváez
PRESIDENTE DE LA NACIONALIDAD
COFAN (FEINCE)


Joseph C. Kohn
ABOGADO

Cristóbal Bonifaz
ABOGADO


Venancio Criollo
PRESIDENTE DE LA NACIONALIDAD
SIONA (ONISE)


Steven R. Donziger
ABOGADO

27 Apr. 7 2006

EXHIBIT 21

EXHIBIT 2

RETAINER AGREEMENT

THIS RETAINER AGREEMENT (as from time to time may be amended in accordance with the terms hereof, this "Agreement"), dated as of January 5, 2011, is made between and among (i) each of the individual plaintiffs in the matter *Maria Aguinda y Otros v. Chevron Corporation* (as listed on the attached Exhibit A, and together with their respective successors and assigns, the "Plaintiffs"), by Pablo Estenio Fajardo Mendoza, Esq., as lead counsel for and Ecuadorian legal representative of the Plaintiffs, (ii) EL FRENTE DE DEFENSA DE LA AMAZONIA (as listed on the attached Exhibit A, and together with its successors and assigns, the "Amazon Defense Front"), duly represented by Ermel Gabriel Chávez Parra, who is authorized by the Board of Directors and as beneficiary of any judicial or settlement award granted to the Plaintiffs, (iii) ASAMBLEA DE AFECTADOS POR TEXACO (as listed on the attached Exhibit A, and together with its successors and assigns, the "Assembly of Communities Affected by Texaco" and, collectively with the Amazon Defense Front, the "Plaintiffs' Coordinators") by Luis Yanza under that certain Special Power of Attorney dated March 1, 2010 (the "POA") granted by Ermel Gabriel Chávez Parra, Ernesto Germán Maniguaje Piaguaje, Angel Justino Piaguaje Lucitante, Toribio Aguinda Lucitante and Pedro Bienvenido Galarza Bravo, and (iv) DONZIGER & ASSOCIATES, PLLC, a New York professional limited liability company having offices at 245 W. 104th St., #7D, New York, New York 10025 (the "Firm").

WITNESSETH:

WHEREAS, the case *Maria Aguinda y Otros v. Chevron Corporation* [No. 002-2003] is pending in the Provincial Court of Justice of Sucumbios to recover clean-up costs and other damages and relief from defendant Chevron Corporation (a/k/a Texaco; ChevronTexaco; Chevron) for Texaco's role as drilling operator in Ecuador and/or consortium partner; and

WHEREAS, a number of actions pursuant to 28 U.S.C. § 1782 have been filed by Chevron and Chevron lawyers Rodrigo Perez Pallares and Ricardo Reis Veiga in various United States District Courts against various of the Plaintiffs' advisors, including two of their former and current lawyers; and

WHEREAS, additional related litigation and associated activities are occurring and anticipated, including, without limitation, initiating actions pursuant to 28 U.S.C. § 1782 and as necessary to enforce a judgment against Chevron or its subsidiaries in Ecuador, the United States and/or other countries and pursue or defend any appeals therefrom and conducting possible settlement negotiations with Chevron and its representatives (all of the above, collectively, the "Litigation"); and

WHEREAS, the Plaintiffs previously engaged the Firm to provide legal services to pursue and defend, as the case may be, the Litigation to its conclusion, and desire to more particularly set forth the terms of the attorney-client relationship between the Plaintiffs and the Firm, and to document and define the economic compensation to which the Firm is entitled to receive for its representation of the Plaintiffs in connection with the Litigation; and

WHEREAS, by virtue of having acted as the primary United States attorney on behalf of

DEPOSITION EXHIBIT

Camacho 3611

PLAINTIFF'S
EXHIBIT

558

11 Civ. 0691 (LAK)

the Plaintiffs to date, the Plaintiffs desire to appoint Steven R. Donziger, Esq. to act as Plaintiffs' U.S. Representative (defined below) with such responsibilities as are set forth below, and to cooperate in such capacity with Pablo Fajardo Mendoza, Esq. and Luis Yanza (the foregoing, collectively with any successors thereto, the "Other Plaintiffs' Representatives"); and

WHEREAS, the Plaintiffs and the Firm desire to enter into this Agreement after careful and extended consideration on terms that each party considers commercially reasonable (taking into account, among other things, all relevant facts and circumstances related to the Litigation).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Plaintiffs and the Firm, intending to be legally bound, hereby agree as follows:

(1) Scope of Representation.

The Plaintiffs previously engaged the services of the Firm to serve as legal counsel to the Plaintiffs in connection with the Litigation, which such engagement is hereby continued as set forth herein, with Steven R. Donziger, Esq. as the Firm's lead partner on the engagement. The Firm will cooperate and coordinate its efforts as requested by the Plaintiffs with any other lawyers or law firms retained by the Plaintiffs in connection with the Litigation (whether such efforts are to occur in the United States, Ecuador or elsewhere).

(2) Devotion of Resources.

(a) The Firm agrees that it shall zealously represent the Plaintiffs in connection with the Litigation and shall commit substantial resources to the Litigation as may be required in order to zealously prosecute and defend the Litigation whether foreseen or unforeseen. The Firm shall devote significant and sufficient time, attention and effort to the Litigation as may be necessary or desirable to advance and significantly further the interests of the Plaintiffs in the Litigation (including, without limitation, in developing and executing defensive and offensive litigation strategy, including actions under 28 USC § 1782 and all related Litigation now occurring or which may arise in the future, including, without limitation, claims Chevron may assert against active or inactive lawyers, experts, advisors, consultants or others, litigation relating to the Chevron's claims under the Bilateral Investment Treaty between the United States and Ecuador, claims asserted by the Plaintiffs and/or Chevron related to the underlying environmental case in Lago Agrio, Ecuador and enforcement of any judgment in favor of the Plaintiffs in the Litigation).

(b) In addition, the Plaintiffs hereby appoint Steven R. Donziger, Esq. to act as their United States representative ("Plaintiffs' U.S. Representative") to exercise overall responsibility for the strategic direction of the Litigation and the day-to-day management of the Litigation. Without limiting the generality of the foregoing, the Plaintiffs' U.S. Representative shall have primary responsibility for the following:

(i) coordinating the overall legal strategy of the Plaintiffs to pursue and defend all aspects of the Litigation, as applicable, in such a manner as to advance and

further the interests of the Plaintiffs in the Litigation to the maximum extent (including, without limitation, coordinating the United States legal strategy with the Ecuadoran legal strategy);

(ii) assembling and organizing the various United States lawyers and law firms who or which from time to time will represent the Plaintiffs in connection with the Litigation (including, without limitation, preparing and negotiating engagement agreements with such lawyers and law firms on behalf of the Plaintiffs; and coordinating the efforts and undertakings of such lawyers and law firms);

(iii) coordinating the efforts to procure funding or financing for the Litigation from one or more third parties (including, without limitation, from time to time obtaining and evaluating bids from third parties in respect of such funding or financing, making recommendations to the Plaintiffs in respect of such bids and preparing and negotiating on behalf of the Plaintiffs the definitive transactional documents and agreements with each funder or financier selected by the Plaintiffs to provide any such funding or financing);

(iv) assembling and organizing the various non-legal advisors, experts, service providers and others who or which from time to time will assist the Plaintiffs in pursuing and/or defending various aspects of the Litigation, and coordinating the efforts and undertakings of such advisors, experts, service providers and others; and

(v) coordinating the media, public affairs and public relations activities on behalf of the Plaintiffs (including, without limitation, retaining lobbyists, public affairs advisors and public relations advisors on behalf of the Plaintiffs).

The Plaintiffs' U.S. Representative hereby acknowledges that, in carrying out the foregoing responsibilities, he will be required to provide his efforts in the United States, Ecuador and elsewhere. The Plaintiffs' U.S. Representative may not enter into agreements, settlements or negotiations with representatives, agents, lobbyists or any other person associated with Chevron without authorization and direction from the Plaintiffs. This authorization and direction may be given by the Other Plaintiffs' Representative in the Republic of Ecuador.

(3) Fees and Expenses; Budget and Billing.

(a) Contingent Fee. As compensation for its services hereunder, the Firm shall be entitled to an Active Lawyer Percentage of thirty one and one-half percent (31.5%) of the Total Contingency Fee Payment. The "Total Contingency Fee Payment" means an amount equal to twenty percent (20%) of all Plaintiff Collection Monies. "Plaintiff Collection Monies" means any amounts paid, whether in lump sum or installments, whether from Chevron Corporation (a/k/a Texaco; ChevronTexaco; Chevron), any other party listed as a defendant in respect of the Litigation (including, without limitation, his or its respective affiliates and successors in interest), or any other party added or joined to the Litigation from time to time as a defendant or indemnitor or against whom proceedings are asserted or threatened. Funds are considered "paid" when the monies are disbursed to the Plaintiffs or are available to be so disbursed. For the

avoidance of doubt, the Plaintiff Collection Monies shall be reduced for taxes and similar assessments required to be paid in the United States or Ecuador but not the application of the 100/10 Law. If it is determined that the 100/10 Law prevents the Plaintiffs from paying the entire amount of their contingency fee obligations from the Plaintiff Collection Monies, the term "Total Contingency Fee Payment" means an amount equal to one hundred percent (100%) of all portions of the Plaintiff Collection Monies that may be paid by the Plaintiffs in satisfaction of their contingency fee obligations. The "100/10 Law" means Article 43 of Ecuador's Environmental Management Act, Law No. 37, RO/245 of July 30, 1999.

(b) Monthly Retainer. As further compensation for its services hereunder, for each month during the term of this Agreement, the Plaintiffs shall pay to the Firm a monthly retainer in accordance with a budget to be provided by the Firm to the Chairman from time to time (the "Monthly Retainer"). The Monthly Retainer that is due and payable for each month during the term of this Agreement shall be paid by the Plaintiffs on or before the 10th day of the calendar month to which the Monthly Retainer applies.

(c) Other Amounts. The parties acknowledge that, from time to time, the Plaintiffs or one of the Other Plaintiffs' Representatives will submit requests to the Plaintiffs' U.S. Representative for funds to pay or reimburse, as applicable, certain case expenses and fees and expenses of Ecuadoran counsel, advisors and/or service providers who or which have provided legal or other services to the Plaintiffs in connection with the Litigation. In such event, the Plaintiffs' U.S. Representative shall promptly present such requests (in the form of an invoice) to the Chairman (defined below) for approval and payment in accordance with Clause 3(f) below.

(d) Expenses. In addition to payment of the Monthly Retainer, the Firm shall, subject to Clause 3(e) and Clause 3(f) below, be entitled to reimbursement for any reasonable out-of-pocket expenses or other costs incurred by the Firm in connection with its representation of the Plaintiffs in the Litigation (the "Expenses").

(e) Budget. The Plaintiffs, the Firm and the other attorneys actively involved in the Litigation are preparing a preliminary budget (to be broken down on a monthly basis) of fees, costs and expenses of the Litigation and related activities that may be billed to the Plaintiffs by the Firm and others, which such budget will be attached to the Master Agreement (defined below) as an exhibit thereto (the "Budget"). The parties (i) acknowledge that the preliminary budget is not yet final, and is still being finalized by the Plaintiffs, the Firm and such other attorneys and (ii) agree that the monthly allocation for the Firm that will be included in the Budget, when finalized, shall be an amount equal to the Monthly Retainer Fee. The parties hereto acknowledge that the Budget may change from time to time as may be set forth in the Master Agreement.

(f) Billing and Payment. As soon as practicable after the end of a calendar month, the Firm shall submit a bill to the Plaintiffs for reimbursement of its Expenses for such month setting forth in reasonable detail the Expenses that it incurred during the preceding month in connection with its representation of the Plaintiffs in the Litigation. If requested by the Plaintiffs, the Firm will also provide a written description to the Plaintiffs setting forth in

reasonable detail the legal services that the Firm provided during the preceding month in connection with its representation of the Plaintiffs in the Litigation and time spent by the Firm's attorneys and other professionals during the preceding month on the Litigation; provided, that, and for the avoidance of doubt, any such written description of legal services and time provided by the Firm upon any such request shall not affect the obligation of the Plaintiffs to pay the Monthly Retainer to the Firm in accordance with Section 3(b) above. Bills for Expenses shall be sent for approval to (i) the Plaintiffs' U.S. Representative and (ii) once designated, the chairman of the management committee (to be discussed in the Master Agreement) (the "Chairman"). No amount will be paid with respect to a bill for Expenses absent the approval of each of the Chairman and the Plaintiffs' U.S. Representative.

(g) Payments to Other Attorneys. The Firm acknowledges that other law firms, advisors and service providers retained by the Plaintiffs in connection with the Litigation and related activities have been instructed to submit their respective monthly invoices to (x) the Chairman and (y) the Plaintiffs' U.S. Representative. The Firm further acknowledges that the Chairman's law firm is not authorized to make any payment in respect of any such invoice unless and until it has received the written authorization to pay such invoice from (i) the Chairman and (ii) the Plaintiffs' U.S. Representative. The Plaintiffs' U.S. Representative shall coordinate with the Chairman for the review and approval or disapproval (in whole or in part) of each such invoice in accordance with the terms of the underlying engagement agreement, the Budget, the Master Agreement and this Agreement. So long as the fees and expenses on such invoice do not exceed the applicable monthly allocation for the presenting law firm, advisor or service provider set forth in the Budget, and are approved by the Chairman and the Plaintiffs' U.S. Representative, the Plaintiffs' U.S. Representative shall sign whatever written authorization(s) may be reasonably required in order to release the funds necessary to pay such invoice from the Trust Accounts (as defined below) or accounts in which the Plaintiffs' funds are then being held.

(h) Trust Accounts. If requested by the Plaintiffs or one of the Other Plaintiffs' Representatives, the Firm agrees to maintain one or more segregated trust accounts (the "Trust Accounts"), and to hold and maintain in such Trust Accounts the proceeds of one or more third party fundings or financings pending the disbursement and payment of such proceeds in accordance with the provisions of this Agreement, the Budget and the Master Agreement. In such event, the Firm shall maintain accurate records of all deposits and withdrawals from each Trust Account, and provide true and correct copies of those records to the Other Plaintiffs' Representatives promptly upon a written request for the same.

(i) Acknowledgement of Payment Terms: Intercreditor Agreement. The Firm acknowledges and agrees that (a) there will be no payment of the contingent fee described in Section 3(a) in the event no award is granted and/or actually paid to the Plaintiffs in respect of the Litigation and (b) the terms of the engagement set forth in this Agreement (including the payment of the success fee described in Section 3(a)) are subject to the priorities, terms and provisions set forth in the Intercreditor Agreement dated as of October 31, 2010 by and among the Plaintiffs, the Plaintiffs' Coordinators, certain parties providing funding for the Litigation and the Plaintiffs' lawyers and other advisors (the "Intercreditor Agreement"). The Firm shall, as a condition to the engagement, execute and deliver the Intercreditor Agreement and agrees to comply with the terms thereof.

(j) The Firm hereby acknowledges and agrees as follows:

(i) If, from time to time, the Plaintiffs reasonably determine that (i) one or more additional lawyers and/or law firms should be retained by the Plaintiffs in order to assist with the pursuit or defense of the Litigation ("Additional Lawyers") and/or (ii) there are insufficient funds currently available to the Plaintiffs to pay the reasonably anticipated costs and expenses of the Litigation as shown on the then current Budget and, as a result, the Plaintiffs should seek additional funding for the Litigation from one or more additional funders ("Additional Funders"), then the Plaintiffs shall deliver notice of that fact to the Chairman and the Plaintiffs' U.S. Representative setting forth such determination and requesting that the Chairman and the Plaintiffs' U.S. Representative agree to reduce the Active Lawyer Percentages of each lawyer engaged by the Plaintiffs on a contingency fee basis in respect of the Litigation (each, an "Active Lawyer") on a pro rata basis (based upon their then existing Active Lawyer Percentages under each Active Lawyer's respective retainer agreement with the Plaintiffs) in order to allow for the Plaintiffs to engage such Additional Lawyers or enter into a funding arrangement with such Additional Funders, as applicable (such notice, a "Request Notice"). Each Request Notice shall describe the proposed economic terms and conditions for any agreement with Additional Lawyers and/or Additional Funders, including, without limitation, as applicable, the Active Lawyer Percentage proposed to be allocated to any Additional Lawyers (the "Additional Lawyer Percentage") and the percentage of Plaintiff Collection Monies proposed to be paid to any Additional Funder (the "Additional Funder Percentage"). Immediately upon receipt of any Request Notice, the Chairman and the Plaintiffs' U.S. Representative shall deliver a copy thereof to the Firm and each other Active Lawyer, for notification purposes only.

(ii) No later than 10 days after the delivery of a Request Notice by the Plaintiffs, the Chairman and the Plaintiffs' U.S. Representative shall discuss and decide jointly to either approve or reject the requested actions set forth in such Request Notice. If both the Chairman and the Plaintiffs' U.S. Representative agree to approve the requested actions set forth in such Request Notice, then the requested actions set forth in such Request Notice shall be deemed approved, and the Plaintiffs thereafter may engage the Additional Lawyers or enter into a funding agreement with Additional Funders, as applicable, upon economic terms no more favorable to the Additional Lawyers or Additional Funders, as applicable, than as set forth in the approved Request Notice.

(iii) Immediately upon the engagement of any Additional Lawyers or the entry into a funding agreement with any Additional Funders which, in each case, has been approved in accordance with this Section 3(j), the Active Lawyer Percentage of the Firm shall be reduced by the Firm's pro rata share (based upon the Firm's then existing Active Lawyer Percentage) of the amount required to enable the Plaintiffs to grant, as applicable, (a) the Additional Lawyer Percentage to such Additional Lawyer or (b) the Additional Funder Percentage to such Additional Funder, in each case, taking into account any reductions made to the portion of the Plaintiff Collection Monies which are or may be paid to any non-lawyer advisors to the Plaintiffs in accordance with the terms

of the agreement then in place between the Plaintiffs and such non-lawyer advisor. For avoidance of doubt, no Active Lawyer shall bear any more or any less than its pro rata share of the reductions referred to in this Section 3(j).

(4) Reporting Obligations.

The Firm shall provide timely updates to the Other Plaintiffs' Representatives on the status of its legal efforts on behalf of the Plaintiffs, and shall promptly respond to any reasonable request for information received from any of the Other Plaintiffs' Representative.

(5) Other Attorneys.

The Plaintiffs have entered into, and expect to enter into, agreements with other attorneys to work on the Litigation. These agreements are expected to differ from this Agreement in various ways. For example, some of those attorneys will be compensated through a combination of hourly or monthly fees (with various degrees of discount or no discount) and contingent fee payments, or exclusively on a contingent basis. Other attorneys may be retained to work without any contingent fees. Any attorneys who the Plaintiffs agree to compensate, in whole or part, on a contingent basis shall be required to become parties to a master agreement to be agreed to by all firms representing the Plaintiffs on a contingency basis (the "Master Agreement").

(6) Confidentiality of Client Information.

The Firm shall not disclose any confidential information of the Plaintiffs to any third parties, including other clients, unless (a) specifically authorized by the Plaintiffs or the Other Plaintiffs' Representatives to do so or (b) legally required to do so.

(7) Client Files.

In the course of the representation of the Plaintiffs, the Firm shall maintain and safeguard the Plaintiffs' files to the same extent and in the same manner as the Firm maintains its client files generally. The Plaintiffs' files shall consist of all correspondence, pleadings, deposition transcripts, exhibits, physical evidence, experts' reports, attorney work product and other items related to the Firm's representation of the Plaintiffs. The Plaintiffs' files shall be and remain the property of the Plaintiffs. The Firm will provide the Other Plaintiffs' Representatives with access to the Plaintiffs' files at such reasonable times as may be requested by the Other Plaintiffs' Representatives. The Firm will dispose of the Plaintiffs' files after the conclusion of the Litigation in accordance with the Firm's document retention policies.

(8) Conflicts of Interest.

The Firm confirms that it has performed a conflicts check on the known parties and is unaware of any conflict (either waivable or non-waivable) that would prevent or preclude the Firm's representation of the Plaintiffs. Furthermore, the Firm represents that it has no preexisting attorney-client relationship with any party in the Litigation (other than the Plaintiffs).

(9) Individual Actions.

In the event that any person or entity (whether a party to the Litigation or otherwise), other than any Plaintiff, brings a legal action against the Firm or any attorney thereof relating to the Firm's or such attorney's representation of the Plaintiffs in connection with the Litigation (whether in Ecuador, the United States or elsewhere) (including, for avoidance of doubt, actions brought pursuant to 28 U.S.C. § 1782) (each, an "Individual Action"), the Plaintiffs shall make available to the Firm and/or each such attorney the funds necessary to pay the reasonable costs of defending against such Individual Action (the "Defense Funds"). The Defense Funds shall be paid out of and to the extent of the monies then available to fund the general expenses of the case. Following a final, non-appealable order of a court of competent jurisdiction in respect of such Individual Action that the Firm or such attorney has committed actual fraud, professional malpractice or willful misconduct (or following the entry of a guilty plea or settlement agreement admitting the same), then the Plaintiffs may require that the Firm or such attorney pay to the Plaintiffs the amount of the Defense Funds actually paid by the Plaintiffs to or for the benefit of the Firm or such attorney, as applicable.

(10) Arbitration of Disputes.

(a) Any controversy or claim arising out of or relating to this Agreement, the relationship among the Plaintiffs' Representatives, the Plaintiffs, other attorneys involved in the Litigation or any of their affiliates or successors (the "Arbitration Parties") and the Firm, its attorneys and staff or any of their successors (the "Firm Arbitration Parties") or the services provided by the Firm Arbitration Parties pursuant to this Agreement or otherwise shall be submitted to binding arbitration, in accordance with this Section 10, if the parties have been unable to resolve the dispute through negotiation, mediation or otherwise within thirty (30) days after one party has provided written notice of a dispute to the other party. The Firm shall send any such notice to all three of the Plaintiffs' Representatives by registered overnight delivery service such as Federal Express or DHL at the last-known address of each such person in the Firm's records. By agreeing to arbitrate, the parties are agreeing to waive any right to a jury trial. The arbitration shall be conducted and administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "ICDR Rules"), this Agreement and the Federal Arbitration Act. In the event of a conflict, the provisions of the ICDR Rules shall control, except where the ICDR Rules conflict with this Agreement, in which case this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators (all of whom shall be former state or federal judges, with at least five years judicial experience and each of whom shall be fluent speakers and readers of both English and Spanish), regardless of the size of the dispute, to be selected as provided in the ICDR Rules. The arbitration shall be commenced and held in Miami, Florida, unless otherwise required by a person or entity who or which has provided funding to the Plaintiffs in respect of the Litigation. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, and any discovery disputes, shall be resolved by all of the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to be bound by these procedures. To the extent state law is applicable, the arbitrators shall apply the substantive law of the State of New York. Each party shall, upon the

written request of the other party, promptly provide the other with copies of all documents on which the producing party may rely in support of or in opposition to any claim or defense and a report of any expert whom the producing party may call as a witness in the arbitration hearing. At the request of a party, and upon the showing of good cause, the arbitrators shall have the discretion to order production by the other party or by a third party of other documents relevant to any claim or defense. Each party shall be entitled to depose a maximum of three witnesses (which number may not be increased by the arbitral tribunal), plus all experts designated to be witnesses at the arbitration. The depositions shall be held within thirty (30) days of the making of a request and shall be limited to a maximum of six hours per deposition. All objections are reserved for the arbitration hearing, except for objections based on privilege and proprietary or confidential information.

(b) All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. The result of the arbitration shall be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction. In no event shall the arbitrators have any authority to award punitive damages.

(c) The parties acknowledge that the Plaintiffs intend to enter into agreements with other attorneys on or after the date of this Agreement and that all such agreements will contain provisions obligating the parties thereto to submit any disputes to binding arbitration substantially similar to the provisions of this Section 10. In the event of any dispute between the Plaintiffs and an attorney (whether active or inactive) or any other person or entity with a legitimate or alleged claim to Plaintiff Collection Monies (any such person, a "Claimant"), the Plaintiffs desire to resolve such dispute in a single arbitration proceeding involving all such Claimants. In view of the foregoing, in the event of an arbitration proceeding involving the Plaintiffs and a Claimant, the Firm agrees to participate in such proceeding if it is joined by the Plaintiffs or any Claimant and agrees not to oppose joinder of other attorneys or the Claimants if sought by the Plaintiffs or a Claimant who or which is a party to the arbitration proceedings. Furthermore, the Firm agrees that under no circumstances shall it demand, claim or seek to obtain a greater amount or increased percentage of Plaintiff Collection Monies than it has agreed to in this Agreement and in the Master Agreement, and hereby unconditionally and irrevocably waives any right to make such a demand or claim in any arbitral, judicial or other proceeding anywhere in the world.

(d) In the event of any dispute between a party hereto and any provider of funding or financing for the Litigation, the parties hereto agree to be bound by and comply with any arbitration provisions in the definitive documentation with such provider of funding or financing.

(11) Controlling Law.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York without reference to principles of conflict of laws.

(12) Privilege.

In the course of representing the Plaintiffs, the parties understand that there will be a need for the Firm to communicate with the Other Plaintiffs' Representatives and the Plaintiffs and other counsel retained by the Plaintiffs. The parties agree that all such communications are to be treated as confidential and protected to the maximum extent permitted under applicable law by the attorney/client, work product, joint prosecution, common interest, and all other applicable privileges and doctrines.

(13) Modification in Writing.

No modification, amendment, waiver or release of any provisions of this Agreement or of any right, obligation, claim or course of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom same is asserted.

(14) Entire Agreement.

This Agreement contains all the agreements between the parties hereto regarding the subject matter of this Agreement and all prior and contemporaneous agreements and understandings between the parties with respect to the subject matter hereof are deemed merged herein, including, without limitation, the letter agreements dated as of January 2, 2006 and April 27, 2006. In the event of a conflict between the terms of this Agreement and the Master Agreement (once executed), the terms of the Master Agreement will prevail.

(15) Termination of Agreement.

Either party may terminate this Agreement upon thirty (30) days notice in writing to the other party. The provisions of Clauses 6, 7, 9-12, and 14-19 shall survive the termination of this Agreement. Upon the termination of this Agreement, the Firm shall no longer be a party to, or have any rights under, the Master Agreement or the Intercreditor Agreement. If either party terminates this Agreement prior to the recovery by the Plaintiffs of amounts otherwise payable to the Firm under the Master Agreement (if applicable) or the Intercreditor Agreement, then in the event of a recovery by Plaintiffs of any amounts otherwise so payable, the parties will negotiate in good faith a payment to the Firm on an equitable basis taking into account all relevant circumstances.

(16) Confidentiality of Agreement.

The parties hereby acknowledge and agree that the information contained in this Agreement is not known to the public, is confidential and proprietary, and is not to be disclosed by either party to any other person without the prior written approval of the other party except (a) to the extent necessary to comply with any applicable law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction and (b) as necessary to enforce its rights under, and perform its agreements and obligations under, this Agreement.

(17) Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(18) Language.

This Agreement has been drafted in English and Spanish, and the Parties will execute both versions. In the event of a conflict between the English version of this Agreement and the Spanish version, the English version shall control.

(19) Assignment by Plaintiffs.

It is understood and agreed that the Plaintiffs and the Plaintiffs' Coordinators may establish a trust for the purpose of, among other things, more efficiently carrying out the Litigation (such trust, the "Litigation Trust"). In the event that the Litigation Trust is established, the Plaintiffs covenant and agree that they will (a) assign all of their respective rights and obligations under this Agreement to the Litigation Trust and (b) within ten (10) days of such assignment, one of the Other Plaintiffs' Representatives will provide notice thereof to the Firm at the address listed in the forepart to this Agreement

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Plaintiffs, through their duly authorized representatives, and the Firm have executed this Agreement as of the date first written above.

PLAINTIFFS:

On behalf of each of the plaintiffs in the matter
Maria Aguinda y Otros v. Chevron Corporation

Witness: WWS

By: [Signature] 06-01-11
Pablo Estenio Fajardo Mendoza, Esq., as
Lead Counsel For and Ecuadorian Legal
Representative of the Plaintiffs

El Frente de Defensa de la Amazonia

Witness: WWS

By: [Signature] 05/01/2011
Ermel Gabriel Chávez Parra, President

On behalf of the Asamblea de Afectados por
Texaco

Witness: WWS

By: [Signature] 05-01-2011
Luis Yanza, as Coordinador under the POA

FIRM:

Donziger & Associates, PLLC

Witness: WWS

By: [Signature]
Steven R. Donziger, Partner

EXHIBIT A

<p><u>Plaintiffs' Coordinators:</u></p> <p>Asamblea de Afectados por Texaco (Assembly of Communities Affected by Texaco) comprising the Frente de Defensa de la Amazonia; Organization of the Indigenous Nationality Siona of Ecuador (ONISE); the Organization of the Indigenous Nationality Secoya of Ecuador; the Indigenous Federation of the Cofan Nationality of Ecuador (FEINCE); Los Kichwas Firmantes de la Demanda; and Los Colonos Afectados</p> <p>El Frente de Defensa de la Amazonia</p> <p><u>Plaintiffs:</u></p> <p>Maria Victoria Aguinda Salazar; Carlos Grega Huatatoca; Catalina Antonia Aguinda Salazar; Lidia Alexandra Aguinda Aguinda; Patricio Alberto Chimbo Yumbo; Clide Ramiro Aguinda Aguinda; Luis Armando Chimbo Yumbo; Beatriz Mercedes Grefa Tanguila; Lucio Enrique Grefa Tanguila; Patricio Wilson Aguinda Aguinda; Celia Irene Viveros Cusangua; Fransisco Matias Alvarado Yumbo; Fransisco Alvarado Yumbo; Olga Gloria Grefa Creda; Lorenzo Jose Alvarado Yumbo; Narcisa Aida Tanguila Narvaez; Berta Antonia Yumbo Tanguila; Gloria Lucrecia Tanquilla Grefa; Fransisco Victor Tanguila Grefa; Rosa Teresa Chimbo Tanguila; Jose Gabriel Revelo Llore;</p>	<p>Maria Clelia Reascos Revelo; Maria Magdalena Rodriguez Barcenos; Hugo Gerardo Camacho Naranjo; Jose Miguel Ipiates Chicaiza; Heleodoro Pataron Guaraca; Luiza Delia Tanguila Narvaez; Lourdes Beatriz Chimbo Tanguila; Maria Hortencia Viveros Cusangua; Segundo Angel Amanta Milan; Octavio Ismael Cordova Huanca; Elias Roberto Piyahuaje Payahuaje; Javier Piaguaje Payaguaje; Daniel Carlos Lusitande Yaiguaje; Benacio Fredy Cimbo Grefa; Guillermo Vincentepayaguaje Lusitante; Delfin Leonidas Payaguaje Payaguaje; Alfredo Donald Payaguaje Payaguaje; Teodoro Gonzalo Piaguaje Payaguaje; Miguel Mario Payaguaje Payaguaje; Fermin Piaguaje Payaguaje; Reinaldo Lusitande Yaiguaje; Luis Agustin Payaguaje Piaguaje; Emilio Martin Lusitande Yaiguaje; Simon Lusitande Yaiguaje; Armando Wilfrido Piaguaje Payaguaje; and Angel Justino Piaguaje Lucitante.</p>
--	--

EXHIBIT 22

PMW Draft
December 6, 2010

MASTER AGREEMENT

THIS MASTER AGREEMENT (as from time to time may be amended in accordance with the terms hereof, this "Agreement"), dated as of December __, 2010, is made between and among (i) each of the individual plaintiffs in the matter *Maria Aguinda y Otros v. Chevron Corporation* (as listed on the attached Exhibit A, and together with their respective successors and assigns, the "Plaintiffs"), by Pablo Estenio Fajardo Mendoza, Esq., as lead counsel for and Ecuadorian legal representative of the Plaintiffs, (ii) EL FRENTE DE DEFENSA DE LA AMAZONIA (as listed on the attached Exhibit A, and together with its successors and assigns, the "Amazon Defense Front"), duly represented by Ermel Chavez Parra, who is authorized by the Board of Directors and as beneficiary of any judicial or settlement award granted to the Plaintiffs, (iii) ASAMBLEA DE AFECTADOS POR TEXACO (as listed on the attached Exhibit A, and together with its successors and assigns, the "Assembly of Communities Affected by Texaco" and, collectively with the Amazon Defense Front, the "Plaintiffs' Coordinators") by Luis Yanza under that certain Special and Judicial Power of Attorney dated March 1, 2010 (the "POA") granted by Ermel Gabriel Chávez Parra, Ernesto Germán Maniguaje Piaguaje, Ángel Justino Piaguaje Lucitante, Toribio Aguinda Lucitante and Pedro Bienvenido Galarza Bravo, (iv) DONZIGER & ASSOCIATES, PLLC, a New York professional limited liability company having its main office at 245 W. 104th St., #7D, New York, New York 10025 ("Donziger"), (v) MOTLEY RICE LLC, a South Carolina limited liability company having its main office at 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464 ("Motley Rice"), (vi) PATTON BOGGS LLP, a District of Columbia limited liability partnership having offices at 1185 Avenue of the Americas, 30th Floor, New York, New York 10036 and at One Riverfront Plaza, 6th Floor, 1037 Raymond Boulevard, Newark, New Jersey 07102 ("Patton Boggs"), (vii) EMERY, CELLI, BRINCKERHOFF & ABADY LLP, a New York limited liability partnership having offices at 75 Rockefeller Plaza, 20th Floor, New York, NY 10019 ("ECBA"), (viii) PABLO ESTENIO FAJARDO MENDOZA, ESQ., an individual residing in Ecuador ("Fajardo"), and (ix) each Person who hereafter executes an Accession Agreement. For purposes of this Agreement, the Plaintiffs, the Plaintiffs' Coordinators, Donziger, Motley Rice, Patton Boggs, ECBA, Fajardo and each Person who hereafter executes an Accession Agreement hereinafter may be referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.

WITNESSETH:

WHEREAS, the case *Maria Aguinda y Otros v. Chevron Corporation* [No. 002-2003] is pending in the Provincial Court of Justice of Sucumbios, Ecuador to recover clean-up costs and other damages and relief from defendant Chevron Corporation (a/k/a Texaco; ChevronTexaco; Chevron) for Texaco's role as drilling operator in Ecuador and/or consortium partner; and

WHEREAS, a number of actions pursuant to 28 U.S.C. § 1782 have been filed by Chevron and Chevron lawyers (including, without limitation, Rodrigo Perez Pallares and

DEPOSITION EXHIBIT

Donziger 5049

PLAINTIFF'S
EXHIBIT

556

11 Civ. 0691 (LAK)

Ricardo Reis Veiga) in various United States District Courts against various of the Plaintiffs' advisors, including several of their former and current lawyers; and

WHEREAS, additional related litigation and associated activities is occurring and is anticipated, including, without limitation, initiating actions pursuant to 28 U.S.C. § 1782, and as necessary to enforce a judgment against Chevron or its subsidiaries in Ecuador, the United States and/or other countries and to pursue or defend any appeals therefrom and conducting possible settlement negotiations with Chevron and its representatives (all of the above, collectively, the "Litigation"); and

WHEREAS, the Plaintiffs are represented by Pablo Estenio Fajardo Mendoza, Steven R. Donziger, Esq. (the "Plaintiffs' U.S. Representative") (the foregoing, collectively with any successors thereto, the "Plaintiffs' Representatives"), and the Active Lawyers; and

WHEREAS, the Plaintiffs have engaged the Active Lawyers to pursue and defend, as applicable, the Litigation to its conclusion, which may take several months or many years and which may or may not be successful; and

WHEREAS, each of the Active Lawyers has agreed to commit substantial resources to the Litigation as may be required in order to prosecute and defend the Litigation, as applicable; and

WHEREAS, each Party desires to enter into this Agreement after careful and extended consideration on terms that such Party considers commercially reasonable (taking into account, among other things, all relevant facts and circumstances related to the Litigation).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

"100/10 Law" means Section 43, paragraph third of the Republic of Ecuador's *Environmental Management Act*, Law No. 37, RO/245 of July 30, 1999, as may be amended from time to time.

"Accession Agreement" means an accession agreement substantially in the form attached hereto as Exhibit D.

"Active Lawyers" means each law firm and/or lawyer representing the Plaintiffs in the Litigation who or which are working, either in whole or in part, in consideration for a contingency fee. As of the date of this Agreement, each Active Lawyer is listed on the attached Exhibit B. If, subsequent to the date of this Agreement, (a) the Plaintiffs retain or engage one or more law firms and/or lawyers to represent the Plaintiffs in the Litigation on a partial or total contingency fee basis and (b) such engagement is undertaken in compliance with the terms of this Agreement (including Section 4(c) hereof), then such law firm or lawyer, as applicable, shall, upon execution of an Accession Agreement, be deemed to be an Active Lawyer, the Active

Lawyer Percentages of each of the other Active Lawyers shall be reduced on a pro rata basis (unless such new law firm or lawyer is compensated completely out of the Bonus Pool or other unallocated portions of the Total Contingency Fee Payment) and the attached Exhibit B shall be updated accordingly by the Plaintiffs' U.S. Representative.

"Active Lawyer Percentage" means, with respect to each Active Lawyer, the percentage of the Total Contingency Fee Payment set forth opposite such Active Lawyer's name on the attached Exhibit B under the heading "Active Lawyer Percentage" (as such exhibit may be revised in accordance with the terms of this Agreement).

"Additional Funder Percentage" has the meaning given to such term in Section 2(f)(i) below.

"Additional Funders" has the meaning given to such term in Section 2(f)(i) below.

"Additional Lawyer Percentage" has the meaning given to such term in Section 2(f)(i) below.

"Additional Lawyers" has the meaning given to such term in Section 2(f)(i) below.

"Agreement" has the meaning given to such term in the forepart of this Agreement.

"Allegation" and "Allegations" have the respective meanings given to such terms in Section 6(b) below.

"Amazon Defense Front" has the meaning given to such term in the forepart of this Agreement.

"Arbitration Party" has the meaning given to such term in Section 8(a) below.

"Assembly of Communities Affected by Texaco" has the meaning given to such term in the forepart of this Agreement.

"Bonus Pool" means (a) the Initial Bonus Pool plus (b) any amounts in addition to the Initial Bonus Pool that are made available for allocation to Active Lawyers as a bonus pool pursuant to this Agreement.

"Budget" has the meaning given to such term in Section 4(d) below.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which commercial banks in the State of New York or London, England or Quito, Ecuador are authorized or required by applicable law to close.

"Chairman" has the meaning given to such term in Section 4(c) below.

“Claimant” has the meaning given to such term in Section 8(c) below.

“Claims” has the meaning given to such term in Section 5 below.

“Complaint” means the complaint filed by or on behalf of the Plaintiffs in the case *Maria Aguinda y Otros v. Chevron Corporation* [No. 002-2003] that, as of the date of this Agreement, is pending in the Provincial Court of Justice of Sucumbios, Ecuador.

“Covered Expenses” has the meaning given to such term in Section 5 below.

“Donziger” has the meaning given to such term in the forepart of this Agreement.

“ECBA” has the meaning given to such term in the forepart of this Agreement.

“Engagement Agreement” means, with respect to each Active Lawyer, the retainer or engagement letter or agreement pursuant to which the Plaintiffs have engaged such Active Lawyer to represent them in the Litigation.

“Excess Expense Register” means a register maintained by the Plaintiffs’ U.S. Representative showing the amount of expenses paid or incurred by each Active Lawyer which may be reimbursed in accordance with the terms hereof, but which have not been paid to such Active Lawyer.

“Fajardo” has the meaning given to such term in the forepart of this Agreement.

“Funder” means any Person who or which (a) has previously entered, or hereafter enters, into a binding written agreement with the Plaintiffs to provide funding to the Plaintiffs to finance the costs of the Litigation and which agreement is and remains, as of the time in question, in full force and effect, and (b) is not an Active Lawyer, an Inactive Lawyer or a Non-Lawyer Advisor. For the avoidance of doubt, Torvia is a Funder.

“Funding Agreement” has the meaning given to such term in Section 2(c) below.

“ICDR Rules” has the meaning given to such term in Section 8(a) below.

“Inactive Lawyers” means any lawyers or law firms who or which previously represented Plaintiffs in the Litigation but who or which are no longer active in the Litigation (including, without limitation, the lawyers or law firms listed on Exhibit C).

“Indemnified Party” has the meaning given to such term in Section 5 below.

“Initial Bonus Pool” means an amount equal to five percent (5%) of the Total Contingency Fee Payment, which shall be available for allocation to certain Active Lawyers and others as a bonus pool in accordance with Section 2(e) below.

“Initial Budget” has the meaning given to such term in Section 4(d) below.

“Litigation” has the meaning given to such term in the Recitals to this Agreement.

“Litigation Trust” has the meaning given to such term in Section 4(f) below.

“Motley Rice” has the meaning given to such term in the forepart of this Agreement.

“Non-Lawyer Advisor” means each Person who or which has been engaged by the Plaintiffs, other than in an attorney/client relationship, to provide services or advice to the Plaintiffs in connection with the Litigation (not including any business advisors).

“Party” and “Parties” have the respective meanings given to such terms in the forepart of this Agreement.

“Patton Boggs” has the meaning given to such term in the forepart of this Agreement.

“Person” means any natural person, corporation, partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, or other organization whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

“Plaintiff Collection Monies” means any amounts paid, whether in lump sum or installments, whether from Chevron Corporation (a/k/a Texaco; ChevronTexaco; Chevron), any other party listed as a defendant in respect of the Litigation (including, without limitation, his or its respective affiliates and successors in interest), or any other party added or joined to the Litigation from time to time as a defendant or indemnitor or against whom proceedings are asserted or threatened. Funds are considered “paid” when the monies are disbursed to the Plaintiffs or are available to be so disbursed. For the avoidance of doubt, the Plaintiff Collection Monies shall be reduced for taxes and similar assessments required to be paid in the United States or Ecuador and by the amount of any counterclaims or similar judgments which may be made against the Plaintiffs but not the application of the 100/10 Law.

“Plaintiffs” has the meaning given to such term in the forepart of this Agreement.

“Plaintiffs’ Coordinators” has the meaning given to such term in the forepart of this Agreement.

“POA” has the meaning given to such term in the forepart of this Agreement.

“Released Party” has the meaning given to such term in Section 6(a) below.

“Releasing Party” has the meaning given to such term in Section 6(a) below.

“Request Notice” has the meaning given to such term in Section 2(f)(i) below.

“Torvia” means Torvia Limited, a Gibraltar company.

“Total Contingency Fee Payment” means an amount equal to twenty percent (20%) of all Plaintiff Collection Monies. If it is determined that the 100/10 Law prevents the Plaintiffs from paying the entire amount of their contingency fee obligations from the Plaintiff Collection Monies, the term “Total Contingency Fee Payment” means an amount equal to one hundred percent (100%) of all portions of the Plaintiff Collection Monies that may be paid by the Plaintiffs in satisfaction of their contingency fee obligations (less any amounts that the Plaintiffs are obligated to pay for unreimbursed case expenses and to the Funders, Inactive Lawyers, Non-Lawyer Advisors and/or other business advisors).

2. Agreements Regarding Total Contingency Fee Payment.

(a) Upon and subject to each of the other terms and conditions set forth in this Agreement and the terms of the separate Engagement Agreement with each Active Lawyer, the Plaintiffs hereby covenant and agree to pay to the Active Lawyers, as compensation to the Active Lawyers, a portion of the Total Contingency Fee Payment as set forth in Section 3 below.

(b) Each Active Lawyer hereby acknowledges and agrees that (i) the Total Contingency Fee Payment will include any amounts owed by the Plaintiffs or any Active Lawyers to Inactive Lawyers, and (ii) if any Inactive Lawyer is entitled to receive any Plaintiff Collection Monies, directly or indirectly, by decision of a court of competent jurisdiction, arbitration decision, settlement agreement or otherwise, such Inactive Lawyers will be paid from the Total Contingency Fee Payment and that the portion of the Total Contingency Fee Payment due each of the Active Lawyers may be reduced by an amount equal to its pro rata share of the amounts required to be paid to Inactive Lawyers (provided that such amounts shall first reduce any unallocated share of the Bonus Pool).

(c) Each Active Lawyer hereby acknowledges and agrees that the Plaintiffs have entered into, and hereafter will enter into, one or more agreements with Funders to finance the costs of the Litigation (each, a “Funding Agreement”), which may, and in some cases do, include terms that entitle such Funder to receive payment from the Plaintiff Collection Monies in preference and/or priority to the Plaintiffs and the Active Lawyers. If the Plaintiffs ultimately pay the Funders and any business advisors less than 10% of the Plaintiff Collection Monies, then the amount by which 10% of the Plaintiff Collection Monies exceeds the amount actually paid to the Funders and business advisors shall be paid to the Active Lawyers in proportion to their Active Lawyer Percentages.

(d) In connection with any Funding Agreement (whether now in place or hereafter entered into), each Active Lawyer agrees to execute any documents and/or agreements (including, without limitation, any intercreditor agreements) that may be required or requested by a Funder to evidence the preferential financial rights to which such Funder is entitled under its respective Funding Agreement.

(e) The Active Lawyers hereby acknowledge the existence of the Bonus Pool, and agree that Plaintiffs' U.S. Representative shall have the right to allocate the proceeds of the Bonus Pool among the Active Lawyers and others in his sole discretion; provided, that the Initial Bonus Pool may not be allocated to Donziger or the Ecuador Attorney. To the extent that any additional portion of the Bonus Pool is not specifically allocated pursuant to the immediately preceding sentence, it shall be allocated among all Active Lawyers in proportion to their Active Lawyer Percentages. In connection with any allocation of the Bonus Pool pursuant to this Section 2(e), the attached Exhibit B shall be updated accordingly by the Plaintiffs' U.S. Representative.

(f) Each Active Lawyer hereby acknowledges and agrees as follows:

(i) If, from time to time, the Plaintiffs reasonably determine that (A) one or more additional lawyers and/or law firms should be retained by the Plaintiffs in order to assist with the pursuit or defense of the Litigation ("Additional Lawyers") and/or (B) there are insufficient funds currently available to the Plaintiffs to pay the reasonably anticipated costs and expenses of the Litigation as shown on the then current Budget and, as a result, the Plaintiffs should seek additional funding for the Litigation from one or more additional funders ("Additional Funders"), then the Plaintiffs shall deliver notice of that fact to the Chairman and the Plaintiffs' U.S. Representative setting forth such determination and requesting that the Chairman and the Plaintiffs' U.S. Representative agree to reduce the Active Lawyer Percentages of each Active Lawyer on a pro rata basis (based upon their then existing Active Lawyer Percentages) in order to allow for the Plaintiffs to engage such Additional Lawyers or enter into a funding arrangement with such Additional Funders, as applicable (such notice, a "Request Notice"). Each Request Notice shall describe the proposed economic terms and conditions for any agreement with Additional Lawyers and/or Additional Funders, including, without limitation, as applicable, the Active Lawyer Percentage proposed to be allocated to any Additional Lawyers (the "Additional Lawyer Percentage") and the percentage of Plaintiff Collection Monies proposed to be paid to any Additional Funder (the "Additional Funder Percentage"). Immediately upon receipt of any Request Notice, the Chairman and the Plaintiffs' U.S. Representative shall deliver a copy thereof to each Active Lawyer, for notification purposes only.

(ii) No later than 10 days after the delivery of a Request Notice by the Plaintiffs, the Chairman and the Plaintiffs' U.S. Representative shall discuss and decide jointly to either approve or reject the requested actions set forth in such Request Notice. If both the Chairman and the Plaintiffs' U.S. Representative agree to approve the requested actions set forth in such Request Notice, then the requested actions set forth in such Request Notice shall be deemed approved, and the Plaintiffs thereafter may engage the Additional Lawyers or enter into a funding agreement with Additional Funders, as applicable, upon economic terms no more favorable to the Additional Lawyers or Additional Funders, as applicable, than as set forth in the approved Request Notice.

(iii) Immediately upon the engagement of any Additional Lawyers or

the entry into a funding agreement with any Additional Funders which, in each case, has been approved in accordance with this Section 2(f), the Active Lawyer Percentage of each Active Lawyer shall be reduced by such Active Lawyer's pro rata share (based upon their then existing Active Lawyer Percentages) of the amount required to enable the Plaintiffs to grant, as applicable, (a) the Additional Lawyer Percentage to such Additional Lawyer or (b) the Additional Funder Percentage to such Additional Funder, in each case, [taking into account any reductions made to the portion of the Plaintiff Collection Monies which are paid to any Non-Lawyer Advisors in accordance with the terms of the agreement then in place between the Plaintiffs and such Non-Lawyer Advisor. For avoidance of doubt, no Active Lawyer shall bear any more or any less than its pro rata share of the reductions referred to in this Section 2(f).

3. Application of Plaintiff Collection Monies; Disbursement of Total Contingency Fee Payment. Following receipt of any Plaintiff Collection Monies, 100% of such Plaintiff Collection Monies shall be deposited in one or more escrow accounts for further disbursement to the Parties hereto, the Funders, any Inactive Lawyers, the Non-Lawyer Advisors and/or other business advisors or Persons. Amounts shall be released from escrow upon the signature of the Plaintiffs' U.S. Representative and the Chairman, as representative of the Active Lawyers. It is understood and agreed that, to the extent that there are any amounts owing as shown on the Excess Expense Register, such amounts shall be paid out of such escrow to the relevant Active Lawyer in preference to the payments of any other amounts owing to the Active Lawyers and otherwise in accordance with any applicable intercreditor agreement(s). It is understood and agreed that, to the extent that there is any dispute with respect to the amounts proposed to be disbursed, the Plaintiffs' U.S. Representative and the Chairman may elect to retain such amounts in escrow pending resolution of any such dispute. Subject to payments required to be made to the Funders, any Inactive Attorneys, the Non-Lawyer Advisors and/or other business advisors or Persons, and after reimbursement of any unreimbursed fees and/or expenses that an Active Lawyer is expressly entitled to receive under its respective Engagement Agreement, each Active Lawyer shall be entitled to an amount equal to the Total Contingency Fee Payment, if any, multiplied by its Active Lawyer Percentage.

4. Further Acknowledgments and Agreements.

(a) By entering into this Agreement, each Party acknowledges that the unusual length of the litigation and inherent risk of litigating in a foreign jurisdiction in which the defendant has no assets create circumstances frequently not seen in typical contingency-fee cases in the United States. Each Party further acknowledges that:

- (i) the outcome and course of the Litigation is uncertain and cannot be predicted;
- (ii) the duration of the Litigation is uncertain, cannot be predicted and may last several months or many years;
- (iii) if the Plaintiffs recover a significant amount of Plaintiff Collections Monies, the disbursement of the Total Contingency Fee Payment may

produce a large financial result to the Active Lawyers in a short period of time;

(iv) the Plaintiffs have agreed to pay and disburse the Total Contingency Fee Payment in full as set forth in this Agreement despite the fact that the Litigation has been ongoing for many years, in large part in consideration for the agreement of each Active Lawyer to dedicate all necessary resources to vigorously prosecute and defend the Litigation, as applicable, until conclusion (including the exhaustion of all appeals), however long that may take;

(v) the Plaintiffs may be unable to obtain any Plaintiff Collection Monies, in which event there would be no Total Contingency Fee Payment available for payment and disbursement to the Active Lawyers;

(vi) the needs of the Litigation are uncertain and may include initiating legal actions as well as defending legal actions in judicial and/or arbitration proceedings in the United States, Ecuador and other countries; and

(vii) the Plaintiffs may need to hire or retain other law firms and/or attorneys, who or which may be entitled to be paid on an hourly basis or on a contingent basis or both.

(b) In view of the foregoing, each Party hereby agrees that this Agreement, and the disbursement of the Total Contingency Fee Payment, is fair and equitable, considering the risks of the Litigation and the financial and other benefits that each Active Lawyer and the Plaintiffs would receive from a successful conclusion of the Litigation. Each Party further agrees that he or it shall not seek to increase or decrease his or its Active Lawyer Percentage or the amount of the Bonus Pool, notwithstanding (i) the amount of the Plaintiff Collection Monies, (ii) the duration of the Litigation or (iii) the amount or type of work involved and/or undertaken.

(c) Each Party hereby acknowledges and agrees that the Litigation shall be coordinated and managed by a management committee comprised of one individual designated by each Party to this Agreement and one individual designated by the Plaintiffs' U.S. Representative. The Plaintiffs' U.S. Representative shall appoint a chairman of the management committee (the "Chairman"), who, along with the Plaintiffs' U.S. Representative, will exercise overall responsibility for the strategic direction of the Litigation and the day-to-day management of the Litigation (subject, however, to the other provisions of this Section 4(c)). The management committee shall ensure that the work related to the Litigation shall be divided among the Active Lawyers in accordance with their respective responsibilities and expertise. Except for amounts to be paid out of Plaintiff Collection Monies as specifically contemplated in an Engagement Agreement, each Active Lawyer agrees that, for any particular month during the term of this Agreement, (i) it shall not charge Plaintiffs for any legal fees in connection with the Litigation in excess of the amount set forth under such Active Lawyer's name on the then current Budget for such month and (ii) it shall not charge Plaintiffs for expenses incurred in connection with the Litigation except to the extent such expenses (A) are in the amount

set forth under such Active Lawyer's name on the then current Budget for such month or (B) such expenses were incurred with the prior approval of the Chairman and the Plaintiffs' U.S. Representative or were incurred with concurrent notice to the Chairman and the Plaintiffs' U.S. Representative in order to meet an urgent need with respect to the Litigation. The management committee shall have regular telephonic meetings or special meetings, if necessary, at which any material matters related to the Litigation (including, without limitation, the addition of any new Active Lawyers, the addition of any Non-Lawyer Advisors and any settlement discussions) will be discussed. It is understood and agreed that the Plaintiffs shall take into consideration the views of all members of the management committee, and shall use good faith efforts to arrive at a consensus agreement as to how to proceed in respect of any material matter related to the Litigation that has been presented (or should have been presented) to the management committee for discussion (including, without limitation, any decision to add one or more Additional Lawyers or Non-Lawyer Advisors and/or to settle the Litigation).

(d) The Parties shall negotiate in good faith to agree upon a six-month budget (to be broken down on a monthly basis) of fees, costs and expenses of the Litigation and related activities that may be billed to the Plaintiffs by the Active Attorneys and others. The Parties agree to finalize such budget in a reasonable period of time following the execution of this Agreement, whereupon such agreed initial budget shall be incorporated into and added to this Agreement as Exhibit E by means of an amendment to this Agreement (the "Initial Budget"). Each Active Lawyer shall, from time to time as requested by the Plaintiffs (but in any event no less frequently than twice a year), prepare and submit proposed revisions to the Budget based on the anticipated activity with respect to the Litigation or related activities to the Plaintiffs' U.S. Representative and the other members of the management committee. The management committee shall review such proposed revisions, and shall submit a recommended revised budget to the Plaintiffs no later than 5 Business Days before commencement of the next succeeding six-month budgetary period. The Plaintiffs shall either (i) approve such recommended revised budget or (ii) make revisions to such recommended revised budget and approve the same, as so revised. The Initial Budget and any such revised budget approved by the Plaintiffs as set forth above shall be referred to in this Agreement as the "Budget".

(e) Each Active Lawyer shall be entitled to rely and act upon written and oral instructions of the Plaintiffs' Representatives. Each Party shall extend all reasonable assistance and cooperation to the other Parties and to other Persons (including Non-Lawyer Advisors) retained or engaged by the Plaintiffs in connection with the Litigation.

(f) The Plaintiffs and the Plaintiffs' Coordinators hereby covenant and agree not to amend the Complaint in any way to remove or replace the Amazon Defense Front as beneficiary under or in respect of the Complaint, or to appoint or designate one or more additional beneficiaries thereof (in addition to the Amazon Defense Front). The Plaintiffs and the Plaintiffs' Coordinators hereby covenant and agree not to assign, transfer, delegate or encumber all or any part of their respective rights, title and interest in and to any Plaintiff Collection Monies, except as otherwise set forth in this Agreement. Notwithstanding anything to the contrary contained herein or in any Engagement

Agreement, the Plaintiffs and the Plaintiffs' Coordinators may establish a trust for the purpose of, among other things, more efficiently carrying out the Litigation (such trust, the "Litigation Trust"). In the event the Litigation Trust is established, the Plaintiffs have the absolute right to, and shall promptly, (i) assign to the Litigation Trust (A) all of their respective rights and obligations under this Agreement and each Engagement Agreement and (B) all of their respective rights and interest in and to the Plaintiff Collection Monies and (ii) provide notice thereof to the members of the management committee.

(g) To the extent possible, the Plaintiffs and the Active Lawyers shall arrange to have third party costs and expenses payable in respect of expert services, deposition fees, transcription and court reporter services, translation services, filing fees and similar third party costs and expenses incurred in respect of the Litigation paid directly out of the funds maintained by the Plaintiffs to finance the Litigation (which may include funds contributed by Funders). To the extent that (i) an Active Lawyer incurs such third party costs and expenses that are allowed to be reimbursed by the Plaintiffs under this Agreement and (ii) there are insufficient funds to pay such third party costs and expenses to such Active Lawyer, then the amount of such third party costs and expenses shall be added to the Excess Expense Register to be paid on the earlier to occur of (x) the date on which additional funds become available to the Plaintiffs for the financing of the Litigation which may be used to pay such third party costs and expenses and (y) the date on which the Plaintiff Collection Monies are disbursed otherwise available to be disbursed to the Active Lawyers in accordance with the terms hereof and otherwise in accordance with any applicable intercreditor agreement(s). For the avoidance of doubt, any amounts listed on the Excess Expense Register shall be paid to the Active Lawyers to whom or which such amounts are owed in preference to any other payment to the Active Lawyers, on a pro rata basis (based upon the total amounts owed to each Active Lawyer to whom or which such amounts are owed).

5. Indemnification of Plaintiffs' Representatives and Active Attorneys. The Plaintiffs hereby agree to (a) indemnify and hold harmless each Plaintiffs' Representative and each Active Lawyer and each of his or its respective heirs, successors, assigns, personal or legal representatives and anyone claiming through or under any of the foregoing (each, an "Indemnified Party") from and against any and all losses, costs, liabilities, damages, awards and expenses (including, without limitation, legal fees and expenses and costs of suit, and out-of-pocket expenses, such as travel) (collectively, "Covered Expenses") actually incurred by such Indemnified Party in connection with the Litigation (including, without limitation, the defense and/or pursuit, as applicable, of appealing any judgments or decisions or other appellate proceedings) and/or arising out of his activities on behalf of Plaintiffs in connection with the Litigation (collectively, "Claims") to the fullest extent provided by law, and (b) advance any Covered Expenses as may be necessary or reasonable to defend any Claim or Claims brought against such Indemnified Party, which advances are intended to be made from Plaintiffs' monies received from certain Funders, which amounts may be deposited in a trust account with an Active Lawyer selected by the Plaintiffs' U.S. Representative. It is further understood and agreed that to the extent that any Plaintiffs' Representative is no longer able to render legal services to the Plaintiffs or where any Plaintiffs' Representative withdraws from the Litigation as a legal advisor and agrees to continue to provide other services to the Plaintiffs, such Plaintiffs'

Representative may be engaged by the Plaintiffs as a Non-Lawyer Advisor, in which case (i) his or its Active Lawyer Percentage shall not be added to the Bonus Pool, but rather shall be added to the amounts required to be disbursed to Non-Lawyer Advisors as described above, and (ii) he or it shall continue to be an Indemnified Party for purposes of the foregoing indemnity.

6. Agreement Regarding Exculpation

(a) By signing this Agreement below, each Active Lawyer (for itself and each of his or its heirs, successors, assigns, personal or legal representatives and anyone claiming through or under any of the foregoing, a "Releasing Party") acknowledges and agrees that Chevron, either directly or by and through its affiliates and its or their respective advisors and counsel, has made, and in the future may continue to make, Allegations (defined below) against certain of the Active Lawyers, Plaintiffs' Representatives and Non-Lawyer Advisors (each, together with its heirs, successors, assigns, personal or legal representatives and anyone claiming through or under any of the foregoing, the "Released Party"). Each Releasing Party further acknowledges and agrees that he or it (a) has had a full and complete opportunity to conduct, and has conducted, its own independent investigations with respect to the Allegations, (b) has sufficient knowledge, experience, sophistication and expertise in legal and business matters so as to be capable of evaluating the Allegations (including, without limitation, the possibility or probability of future Allegations) and (c) has in fact carefully evaluated the Allegations. Accordingly, each Releasing Party hereby fully releases and discharges forever each Released Party of and from any and all manner of actions, suits, complaints, charges, liability, rights, claims, demands, damages, loss, costs, expenses, and causes of action of any type or nature whatsoever, in law or in equity, which such Releasing Party ever had, now has, or hereafter may have, whether known or unknown, existing or potential, now existing or hereafter arising, contingent or certain, against each and every Released Party for, upon or by reasons of any matter, cause, damages or thing whatsoever, relating to or arising out of the conduct of such Released Party or Released Parties in the Litigation (including in any Allegations).

(b) For purposes of the foregoing, "Allegation" means each, and "Allegations" means all, allegations or assertions of misconduct, fraud or any other nature or basis, whether now existing or asserted or hereafter brought or asserted, in any way relating to or arising out of the conduct of such Released Party or Released Parties in the Litigation (including, without limitation, (i) those alleged by Chevron, either directly or by and through its affiliates and its or their respective advisors and counsel, in its various filings made under 28 U.S.C. § 1782 and related proceedings, (ii) any civil, criminal or professional or ethical proceedings and (iii) any damages, convictions, professional sanctions or other action that may be taken against a Person arising from his or its representation of the Plaintiffs in the Litigation).

7. Representations and Warranties. Each Party hereby represents to the other Parties as follows: (a) such Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery; (b) performance by such Party of this Agreement have been duly authorized by all necessary action; and (c) this Agreement has been duly and validly executed and delivered by such Party and constitutes the binding obligation of such Party, enforceable against such Party in accordance with its terms.

8. Arbitration of Disputes.

(a) Any controversy or claim arising out of or relating to the relationship among the Parties or any of their affiliates or successors (the "Arbitration Parties") arising under or in connection with this Agreement or otherwise shall be submitted to binding arbitration if such Parties have been unable to resolve the dispute through negotiation, mediation or otherwise within thirty (30) days after one Party has provided written notice of a dispute to each other Party and to all three of the Plaintiffs' Representatives by registered overnight delivery service such as Federal Express or DHL at the last-known address of such Persons. By agreeing to arbitrate, the Parties are agreeing to waive any right to a jury trial. The arbitration shall be conducted and administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "ICDR Rules"), this Agreement and the Federal Arbitration Act. In the event of a conflict, the provisions of the ICDR Rules shall control, except where the ICDR Rules conflict with this Agreement, in which case this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators (all of whom shall be former state or federal judges, with at least five years judicial experience and each of whom shall be fluent speakers and readers of both Spanish and English), regardless of the size of the dispute, to be selected as provided in the ICDR Rules. The arbitration shall be commenced and held in Miami, Florida, unless otherwise required by a Funder. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of these procedures (including, without limitation, any contention that all or part of these procedures are invalid or unenforceable and any discovery disputes) shall be resolved by all of the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to be bound by these procedures and is a fluent speaker and reader of both English and Spanish. To the extent state law is applicable, the arbitrators shall apply the substantive laws of the State of New York. Each Party shall, upon the written request of any other Party, promptly provide the other Party with copies of all documents on which the producing Party may rely in support of or in opposition to any claim or defense and a report of any expert whom the producing party may call as a witness in the arbitration hearing. At the request of a Party, and upon the showing of good cause, the arbitrators shall have the discretion to order production by any other Party or by a third party of other documents relevant to any claim or defense. Each Party shall be entitled to depose a maximum of three witnesses (which number may not be increased by the arbitral tribunal), plus all experts designated to be witnesses at the arbitration. The depositions shall be held within thirty (30) days of the making of a request and shall be limited to a maximum of six hours per deposition. All objections are reserved for the arbitration hearing, except for objections based on privilege and proprietary or confidential information.

(b) All aspects of the arbitration shall be treated as confidential and neither the Parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford such Parties a reasonable opportunity to protect their interests. The result of the arbitration shall be binding on the Parties and judgment on the arbitrators' award may be entered in any court having jurisdiction. In no event shall the arbitrators have any authority to award punitive damages.

(c) The Parties acknowledge that the Plaintiffs intend to enter into agreements with other attorneys on or after the date of this Agreement and that all such agreements will contain provisions obliging the parties thereto to submit any disputes to binding arbitration substantially similar to the provisions of this Section 8. In the event of any dispute between the Plaintiffs and an attorney (whether active or inactive) or any other person or entity with a legitimate or alleged claim to Plaintiff Collection Monies (any such person, a "Claimant"), the Plaintiffs desire to resolve such dispute in a single arbitration proceeding involving all Claimants. In view of the foregoing, in the event of an arbitration proceeding involving the Plaintiffs and a Claimant, each Active Lawyer hereby agrees to participate in such proceeding if he or it is joined by the Plaintiffs or any Claimant and agrees not to oppose joinder of other attorneys if sought by the Plaintiffs or a Claimant who is a party to the arbitration proceedings. Furthermore, each Active Lawyer hereby agrees that under no circumstances shall it seek a greater amount or increased percentage of Plaintiff Collection Monies than it is entitled to under, and has agreed to in, this Agreement and hereby unconditionally and irrevocably waives any right to make such a demand or claim in any arbitral, judicial or other proceeding anywhere in the world.

(d) In the event of any dispute between a Party and any Funder, the Parties agree to be bound by and comply with any arbitration provisions in the definitive documentation with such Funder.

9. Controlling Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York (without reference to principles of conflicts of laws).

10. Privilege. In the course of representing the Plaintiffs, the Active Lawyers understand that there will be a need for the Active Lawyers to communicate with the Plaintiffs, the Plaintiffs' Representatives and other counsel retained by the Plaintiffs. The Parties agree that all such communications are to be treated as confidential and protected to the maximum extent permitted under applicable law by the attorney/client, work product, joint defense, common interest, and all other applicable privileges and doctrines.

11. Amendments. Except for amendments to the schedules by the Plaintiffs' U.S. Representative permitted hereby, this Agreement (including, without limitation, any exhibit or schedule hereto) may not be amended, modified, supplemented or restated, nor may any provisions of this Agreement be waived, without a written instrument adopted, executed and agreed to by each Party.

12. Entire Agreement. Except for any Engagement Agreements and any agreements (such as intercreditor agreements) hereafter signed by the Parties and any Funder(s), this Agreement (including exhibits and schedules hereto which are integral parts hereof) contains all the agreements between the parties hereto regarding the subject matter of this Agreement, and all prior and contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof are deemed merged herein. For the avoidance of doubt, each Party hereby agrees that (a) in the event of any direct conflict between the terms of this Agreement and

the terms of any Engagement Agreement, the terms of this Agreement will prevail, and (b) in the event of any direct conflict between the terms of this Agreement and the terms of any intercreditor or similar agreement hereafter signed by the Parties and any Funder(s), the terms of such intercreditor or similar agreement will prevail.

13. Confidentiality. The Parties hereby acknowledge and agree that the information contained in this Agreement is not known to the public, is confidential and proprietary, and is not to be disclosed by any Party to any other Person (including, without limitation, any Non-Lawyer Advisor or any Inactive Lawyer) without the prior written approval of each of the other Parties except (a) to the extent necessary to comply with any applicable law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction, and (b) as may be necessary to enforce its rights under, and perform its agreements and obligations under, this Agreement.

14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each Party and its respective heirs, permitted successors, permitted assigns, permitted distributees and legal representatives, upon the execution of this Agreement by such Party (notwithstanding that one or more other of the named Parties shall not have then executed this Agreement). By their signatures hereto, each Party intends to and does hereby become bound hereby. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under, in or in respect of this Agreement or any provision herein contained. The rights under this Agreement may be not assigned by any Party.

16. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party hereby agrees to execute and deliver all such future instruments and take such other and further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention of the Parties as expressed herein.

17. Counterparts; Electronic or Facsimile Signatures. This Agreement (a) may be executed in any number of counterparts, all of which together shall constitute a single instrument, and (b) may be executed and/or delivered by means of electronic transmission (email) or facsimile.

18. Specific Performance. Each Party acknowledges that it shall be impossible to

measure in money the damage to itself and the other Parties, if any of them fails to comply with any of the restrictions or obligations imposed by this Agreement, that every such restriction and obligation is material, and that in the event of any such failure, the Parties shall not have an adequate remedy at law or in damages. Therefore, each Party consents to the issuance of an injunction or the enforcement of other equitable remedies against such Party (unless such Party is a Plaintiff) at the suit of an aggrieved Party without the posting of any bond or other security, to compel specific performance of all of the terms hereof, and waives any defenses thereto, including, without limitation, the defenses of (a) failure of consideration, (b) breach of any other provision of this Agreement and (c) availability of relief in damages.

19. No Third Party Beneficiaries. Except as set forth below in this Section 19, (a) the provisions of this Agreement are solely for the benefit of the Parties, (b) this Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties, and (c) no Person other than a Party shall have any rights as a third party beneficiary of any of the provisions hereof. Notwithstanding the foregoing, the Parties hereby agree that (i) each Indemnified Party shall be entitled to the benefits of, and shall have the right to enforce as necessary, the indemnification provisions set forth in Section 5 above, and (ii) each Released Party shall be entitled to the benefits of, and shall have the right to enforce as necessary, the release and discharge provisions set forth in Section 6 above.

20. Language. This Agreement has been drafted in English and in Spanish, each of which version shall be execute by the parties hereto. In the event of a conflict between the English version and Spanish version of this Agreement, the Spanish version shall control.

[signatures on following pages]

IN WITNESS WHEREOF, Plaintiffs, through their duly authorized representatives, and each of the Active Lawyers have executed this Agreement as of the date first written above.

PLAINTIFFS

On behalf of each of the plaintiffs in the matter
Maria Aguinda y Otros v. Chevron Corporation

Witness:

By: _____
Pablo Estenio Fajardo Mendoza, Esq., as
Lead Counsel For and Ecuadorian Legal
Representative of the Plaintiffs

PLAINTIFFS' COORDINATORS

El Frente de Defensa de la Amazonia

Witness:

By: _____
Name: Ermel Chavez Parra
Title: President

On behalf of the Asamblea de Afectados por
Texaco

Witness:

By: _____
Luis Yanza, as Coordinator under the POA

[signatures continue on following pages]

DONZIGER

Donziger & Associates, PLLC

Witness:

By: _____
Steven R. Donziger, Partner

MOTLEY RICE

Motley Rice LLC

Witness:

By: _____
Name: _____
Title: _____

PATTON BOGGS

Patton Boggs LLP

Witness:

By: _____
Name: _____
Title: _____

ECBA

Emery, Celli, Brinckerhoff & Abady LLP

Witness:

By: _____
Name: _____
Title: _____

[signatures continue on following pages]

FAJARDO

Witness:

Pablo Estenio Fajardo Mendoza, Esq.

EXHIBIT A

Individual Plaintiffs

<p> Daniel Carlos Lusitande Yaiguaje; Venancio Freddy Chimbo Grefa; Miguel Mario Payaguaje Payaguaje; Teodoro Gonzalo Piaguaje Payaguaje; Simón Lusitande Yaiguaje; Armando Wilmer Piaguaje Payaguaje; Javier Piaguaje Payaguaje; Fermín Piaguaje; Luis Agustin Payaguaje Piaguaje; Emilio Martin Lusitande Yaiguaje; Reinaldo Lusitande Yaiguaje; Maria Victoria Aguinda Salazar; Carlos Grega Huatatoca; Catalina Antonia Aguinda Salazar; Lidia Alexandra Aguinda Aguinda; Clide Ramiro Aguinda Aguinda; Luis Armando Chimbo Yumbo; Beatriz Mercedes Grefa Tanguila; Lucio Enrique Grefa Tanguila; Patricio Wilson Aguinda Aguinda; Patricio Alberto Chimbo Yumbo; Segundo Ángel Amanta Milán; Francisco Matías Alvarado Yumbo; Olga Gloria Grefa Cerda; Narcisa Tanguila Narváez; Bertha Yumbo Tanguila; Lucrecia Tanguila Grefa; Francisco Victor Tanguila Grefa; Rosa Teresa Chimbo Tanguila; María Clelia Reascos Revelo; Heleodoro Pataron Guaraca; María Viveros Cusangua; Lorenzo José Alvarado Yumbo; Francisco Alvarado Yumbo; José Gabriel Revelo Llore; Luisa Delia Tanguila Narváez; and José Miguel Ipiales Chicaiza. </p>	
--	--

EXHIBIT B

Active Lawyers

<u>Name:</u>	<u>Active Lawyer Percentage:**</u>
Donziger	31.5%
Motley Rice	16.5%
Patton Boggs	12%
ECBA	10%
Fajardo	10%

** -- The Parties acknowledge that the allocations set forth above do not add up to 100%, and do not include any bonus pools amounts or any other amounts that the Plaintiffs' and/or the Plaintiffs' U.S. Representative, in their respective sole discretion, may allocate to one or more Active Lawyers, Inactive Lawyers, Non-Lawyer Advisors and/or other business advisors or Persons.

EXHIBIT C

Inactive Lawyers

Kohn, Swift & Graf, P.C.
Cristobal Bonifaz
Beldock, Levine & Hoffman

EXHIBIT D

Form of Accession Agreement

To: Each of the Parties to the Master Agreement (defined below)

From: _____

The undersigned, _____, a _____, hereby joins in the execution of that certain Master Agreement dated as of _____, 2010 (as amended, supplemented or otherwise modified from time to time, the "Master Agreement"), between and among the (i) Plaintiffs, (ii) the Amazon Defense Front, (iii) the Assembly of Communities Affected by Texaco, (iv) Donziger, (v) Motley Rice, (vi) Patton Boggs, (vii) ECBA, (viii) Fajardo and (ix) each Person who or which from time to time shall execute and deliver an accession agreement providing that such Person agrees to be bound by the Master Agreement.

By executing this Accession Agreement, the undersigned hereby agrees as follows: (i) the undersigned is an Active Lawyer for all purposes of and under the Master Agreement; (ii) the undersigned has an Active Lawyer Percentage of _____%; and (iii) the undersigned shall be bound by, comply with and otherwise be entitled to enforce each of the terms and provisions of the Master Agreement as if the undersigned were an original signatory thereto. The undersigned hereby represents and warrants to the other Parties to the Master Agreement that the representations set forth in Section 7 of the Master Agreement are, with respect to the undersigned, true, complete and correct as of the date hereof as if made on and as of the date hereof. From and after the date of this Accession Agreement, each reference to an Active Lawyer in the Master Agreement shall be deemed to include the undersigned. Each capitalized term that is used but not otherwise defined herein shall have the meaning given to such term in the Master Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Accession Agreement as of the _____ day of _____, 20____.

[Name]

By: _____
Name: _____
Title: _____
Address for Notices: [Insert Address]

EXHIBIT E

Initial Budget

[To Be Finalized and Then Attached By Means of Amendment]

EXHIBIT 23

DURABLE INTERNATIONAL POWER OF ATTORNEY

and

AGREEMENT FOR THE CONTINUOUS INVESTMENT OF PROFESSIONAL SERVICES

This **AGREEMENT** is entered into on the dates below, signed in October 2017, between the *Amazon Defense Front* (the **FDA**) and Steven R. Donziger, Esq. (**Mr. DONZIGER**). Through this **AGREEMENT**, the FDA grants a paramount durable international legal power of attorney to Mr. DONZIGER and, in consideration of his historical leadership and professional services rendered, both in the past and in the future, the FDA irrevocably acknowledges, confirms and undertakes to support Mr. DONZIGER's existing contractual **INTEREST**, as set forth below, and/or hereby grants Mr. DONZIGER an **INTEREST** in his own right equal to his existing contractual **INTEREST**.

* * *

WHEREAS the FDA was considered the prevailing party in the case known as *Maria Aguinda Salazar v. Chevron Corporation* rendered by the Sucumbios Provincial Court of Justice trial court (Case No. 2003-0002), Feb. 14, 2011, affirmed on appeal (National Court of Justice, Case No. 174-2012, Nov. 12, 2013), and the subject of the enforcement proceedings before the Ontario Court of Justice (Canada) (collectively, the **AGUINDA CASE**);

WHEREAS the final judgment in **AGUINDA CASE** (the **AGUINDA JUDGMENT**) in this **AGREEMENT** refers to the legal obligation imposed on **CHEVRON** by the Ecuadorian courts and as the enforcement of that judgment is sought in other countries as is evident by the decisions and proceedings jointly mentioned above;

WHEREAS the FDA is the intended recipient of an award pursuant to the Ecuadorian Environmental Management Act equal to 10% of the amount for environmental damages in the **AGUINDA JUDGMENT** (10% **AWARD**) to be paid by **CHEVRON**;

WHEREAS the FDA is the exclusive beneficiary of the *ADAT Commercial Trust for the Management of Funds* (the **ECUADOR TRUST**), created at the direction of the Ecuadorian courts to receive, maintain, and disburse funds paid by **CHEVRON** in the enforcement of the **AGUINDA JUDGMENT**, with the purpose of implementing and attaining the environmental remediation and paying legal and administrative costs considered necessary by its Administrative Board, and to which all named plaintiffs in the **AGUINDA CASE** have assigned the totality of their individual interests in the **AGUINDA JUDGMENT**;

WHEREAS Mr. Steven Donziger (**Mr. DONZIGER**) has played a prominent and historical role in the **AGUINDA CASE** and the enforcement of the **AGUINDA JUDGMENT** for more than 23 years, a role that has been understood by all pertinent parties

as critical for the survival and progress of the *AGUINDA* CASE, and that his efforts have been particularly important in obtaining funds to continue the fight for the *AGUINDA* JUDGMENT outside Ecuador;

THEREFORE, I, Carmen Cartuche, president of the FDA, by virtue of the powers vested in me, freely and voluntarily declare, because it is in its best interest, that I grant a paramount durable international legal power of attorney to Mr. DONZIGER so that, on behalf of the FDA, he may direct and manage all current and future legal, political, and public relations efforts in connection with the enforcement of the *AGUINDA* JUDGMENT, including, but not limited to, all related enforcement proceedings in Canada and other countries, collateral actions which have been filed or may be filed by the company to seek payment of the *AGUINDA* CASE judgment, and any other action which may be necessary to fulfill, defend, or promote the interests of the FDA and the affected communities. The power of attorney granted to Mr. DONZIGER includes, but is not limited to:

- the power to direct and manage all lawyers and service providers connected to or retained by the FDA, including lawyers in enforcement jurisdictions;
- the power to negotiate additional contracts with lawyers and service providers, subject to final ratification by the FDA of any contract incurring in any debt payable by the FDA exceeding \$2,000;
- the power to, with prior consultation and approval by the FDA, terminate and withdraw the authorization previously given to any other lawyer or service provider working with the FDA outside Ecuador;
- the power to negotiate—and with prior consultation and approval by the FDA, also to finalize and execute—financing agreements granting a percentage interest in any recovery related to the *AGUINDA* JUDGMENT;
- the power to appear before judges, courts, and any other international or national adjudicatory body where Mr. DONZIGER is authorized to appear, as well as any other formal or informal venue or institution;
- the power to initiate, discuss, negotiate with the purpose of reaching an out-of-court settlement, and authorize other persons to do the same, except that this power of attorney does not include authorization to finalize or execute any agreement terminating, setting aside, or in any way compromising the *AGUINDA* JUDGMENT unless done in full consultation with and with the express approval of the FDA.

- the power to represent the FDA in public matters, official meetings, delegations, conferences, workshops, discussions, and negotiations, and to act as Mr. DONZIGER may deem it necessary to defend and promote the interests of the FDA and the communities represented by the FDA.

RESIDUAL CLAUSE: Mr. DONZIGER has the broadest powers and attributions awarded by the law to representatives. Mr. DONZIGER is liable to his clients for the proper execution of the powers described herein; therefore, no one may allege that this power of attorney is insufficient.

DELEGATION: Mr. DONZIGER may delegate his powers to other persons to act in his name and under his direction, but not to act independently in the capacities herein granted only to Mr. DONZIGER.

TERM: This power of attorney is granted for an indefinite period of time.

COMPENSATION AND RECOGNITION OF VALID INTEREST: In consideration of Mr. DONZIGER's leadership, investment, professional and collection services, as set forth above, both in the past and in the future, the FDA hereby acknowledges, confirms, and undertakes to support Mr. DONZIGER's existing contractual **INTEREST** or, alternatively, to the extent it is necessary or useful, hereby grants Mr. DONZIGER an **INTEREST** in his own right equal to Mr. DONZIGER's existing contractual **INTEREST**. Such **INTEREST**, in any case, shall be understood to entitle Mr. DONZIGER to **6.3%** of any **FUNDS RECOVERED**, which are defined as any funds recovered in connection with the *AGUINDA CASE* or the *AGUINDA JUDGMENT*, whether by court order or private out-of-court settlement, in Canada or in any other country, including, without limitation, any **FUNDS RECOVERED** as actual/environmental damages to the extent permitted by law; the **FUNDS RECOVERED** out of the 10% **AWARDED** to the FDA; the **FUNDS RECOVERED** in post-judgment interest or any other award of legal interest; or the **FUNDS RECOVERED** as part of any additional right for professional fees or costs awarded by a court in Ecuador, Canada, the U.S., or any other country.

IN WITNESS WHEREOF, the FDA and Mr. DONZIGER have executed this AGREEMENT on the date and year stated.

DATE: 11/01/2017

[Signature]

President, FDA

DATE:

Steven Donziger

[Emblem:] Amazon Defense Front

CERTIFICATION

In my capacity as General Secretary of the Amazon Defense Front—FDA, I hereby give notice of the resolution adopted at the ordinary meeting of the Executive Council on October 2, 2017. The resolution states:

1. The Executive Council, pursuant to Art. 32(h) of the Amazon Defense Front bylaws, authorizes Ms. Carmen Filomena Cartuche Uchuari, legal representative of the FDA, to grant a paramount durable international legal power of attorney to Mr. STEVEN DONZIGER.

Executed and delivered in Nueva Loja, on November 1, 2017.

[Signature]

Ms. Gladys Solano

FDA GENERAL SECRETARY

Address: Calles Eloy Alfaro No. 801 y Progreso Telefax: 593 (06) 2831 930 Lago Agrio, Nueva Loja
frentedefensadelamazonia@gmail.com



United Language Group
3 Columbus Circle
14th Floor
New York, NY 10119
+1 888.601.9814
legaltranslations@ulgroup.com

State of New York)
Estado de Nueva York)

County of New York)
Condado de Nueva York)

ss:
a saber:

Certificate of Accuracy
Certificado de Exactitud

This is to certify that the attached translation is, to the best of our knowledge and belief, a true and accurate translation from Spanish into English of the attached document.

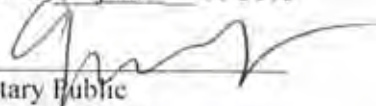
Por el presente certifico que la traducción adjunta es, según mi leal saber y entender, traducción fiel y completa del idioma español al idioma inglés del documento adjunto.

Dated: June 28, 2018
Fecha: 28 de junio 2018


Yasushi Sasaki
Senior Project Manager- Legal Translations
United Language Group

[firmado]
Yasushi Sasaki
Gerente de Proyecto Senior - Traducciones Legales
United Language Group

Sworn to and signed before
Jurado y firmado ante
Me, this 28th day of
mi, a los 28 días del
June 2018
mes de junio de 2018


Notary Public
Notario Público

GINA MARIE STLAURENT
Notary Public, State of New York
No. 013T0148442
Qualified in New York County
Commission Expires May 15, 2022

[firmado]
[sello]

**PODER LEGAL
INTERNACIONAL DURADERO**

y

**ACUERDO PARA INVERSIÓN CONTINUA
DE LOS SERVICIOS PROFESIONALES**

Este **ACUERDO** se celebra en las fechas abajo señaladas en las firmas de octubre de 2017, entre, por un lado, el *Frente de Defensa de la Amazonía* (el **FDA**) y el doctor Steven R. Donziger (**DR. DONZIGER**). En este **ACUERDO**, el FDA otorga un poder superior legal internacional duradero a favor del DR. DONZIGER y en consideración del su liderazgo histórico y su provisión de servicios profesionales tanto en el pasado como en el futuro, el FDA de manera irrevocable reconoce, afirma y se obliga a apoyar al INTERÉS existente por contrato del DR. DONZIGER, según se establece a continuación, y / o por la presente concede a DR. DONZIGER un INTERÉS en sus propios derechos equivalente a su INTERÉS existente por contrato.

* * *

CONSIDERANDO que el FDA se consideró como la parte que prevalece en el caso a que se alude como *María Aguinda Salazar v. Chevron Corporation*, dictada en primera instancia por la Corte Provincial de Justicia de Sucumbíos (Nº de expediente 2003-0002), 14 feb. 2011, afirmado en apelación (Corte Nacional de Justicia, Nº de expediente 174-2012, 12 nov. 2013), y también el objeto de los procedimientos de ejecución en la Corte de Justicia de Ontario (Canadá) (colectivamente, el **CASO AGUINDA**);

CONSIDERANDO que la sentencia final en el **CASO AGUINDA** (la **SENTENCIA AGUINDA**) en el presente **ACUERDO** se refiere a la obligación legal impuesta a **CHEVRON** por la justicia ecuatoriana y puesto que se busca a la ejecución de la misma sentencia en otros países como se desprende de las decisiones y procedimientos antes mencionadas conjuntamente;

CONSIDERANDO que el FDA es el destinatario de un concedido al amparo de la Ley de Gestión Ambiental de Ecuador en la cantidad de 10% de la cantidad de los daños ambientales en la **SENTENCIA AGUINDA** (el 10% **CONCEDIDO**) que se abonará por **CHEVRON**;

CONSIDERANDO que el FDA es el beneficiario exclusivo del *Fideicomiso Mercantil de Administración de Flujos ADAT* (el **FIDEICOMISO DE ECUADOR**), que fue creado por instrucciones de las cortes ecuatorianas para recibir, mantener y desembolsar los fondos pagados por **CHEVRON** en ejecución de la **SENTENCIA AGUINDA**, con el fin de poner en práctica y lograr la remediación ambiental y pagar los gastos legales y administrativos que se consideren necesarias por su Junta Administrativa, y a la cual todos los demandantes nombrados en el **CASO AGUINDA** han asignado la totalidad de su interés individual en la **SENTENCIA AGUINDA**;

CONSIDERANDO que el Dr. Steven Donziger (**DR. DONZIGER**) ha desempeñado un papel destacado e histórico en el enjuiciamiento del **CASO AGUINDA** y la ejecución de la **SENTENCIA AGUINDA** por más de 23 años, papel que ha sido entendido por todas las partes

pertinentes como crítico para la supervivencia y el avance del CASO AGUINDA, y que sus esfuerzos han sido particularmente importantes en la recaudación de fondos para continuar la lucha la SENTENCIA AGUINDA afuera del Ecuador;

POR LO TANTO, yo, Carmen Cartuche, Presidenta del FDA, por los derechos que representa, en forma libre y voluntaria y por así convenir a sus intereses, declara que otorga un poder superior legal internacional duradero a favor del DR. DONZIGER para que a nombre y en representación del FDA pueda dirigir y gestionar todas los esfuerzos legales, políticos y de relaciones públicas actuales y futuras involucrados en la ejecución de la SENTENCIA AGUINDA, enumerándose, pero no limitándose, todos los procedimientos de ejecución relacionados con el mismo en Canadá y otros países, litigios colaterales que la empresa ha iniciado o puede iniciar para combatir el pago de la sentencia del CASO AGUINDA, y cualquier otra acción que sea necesaria para realizar, defender, o promover los intereses del FDA y las comunidades afectadas. El poder otorgado al DR. DONZIGER se incluye, pero no se limita:

- el poder de dirigir y gestionar a todos los abogados y proveedores de servicios vinculados o contratados por el FDA, incluidos los abogados en las jurisdicciones de ejecución;
- el poder de negociar contratos con abogados y proveedores de servicios adicionales, sujeto a la ratificación final por parte del FDA de cualquier contrato que incurra en cualquier deuda pagadera por la FDA que supere los \$2.000;
- el poder, con previa consulta y aprobación del FDA, para terminar y retirar la autoridad otorgada previamente a cualquier otro abogado o proveedor de servicios que trabaje con el FDA fuera de Ecuador;
- el poder de negociar —y con previa consulta y aprobación del FDA, también finalizar y ejecutar— acuerdos de financiamiento que otorguen un porcentaje de interés en cualquier recuperación vinculada con la SENTENCIA AGUINDA;
- el poder de que comparezca ante los jueces, tribunales, y cualquier otro órgano de administración de justicia internacional o nacional en lo que el DR. DONZIGER es capaz de hacerlo, así como cualquier otro foro o institución formal o informal;
- el poder de iniciar, discutir, negociar con el fin de llegar a un acuerdo extrajudicial, y autorizar a otras personas a hacer lo mismo, excepto que este poder no se extiende para incluir la autoridad para finalizar o ejecutar cualquier acuerdo que terminaría, desistiría, absolvería, o comprometería de otro modo la SENTENCIA AGUINDA a menos que sea con la plena consulta y aprobación explícita del FDA.

- el poder de representar el FDA en asuntos públicos, reuniones oficiales, delegaciones, conferencias, talleres, discusiones y negociaciones, y para actuar según el DR. DONZIGER pueda juzgar necesario para defender y promover los intereses del FDA y las comunidades que el FDA representa.

CLÁUSULA RESIDUAL: DR. DONZIGER queda investido de las más amplias facultades y atribuciones que confiere la ley a los mandatarios. DR. DONZIGER es responsable ante sus representados por la debida ejecución de este poder, razón por la cual nadie podrá argumentar insuficiente poder.

DELEGACIÓN: DR. DONZIGER podrá delegar sus poderes a otras personas para actuar en su nombre y bajo su dirección, pero no para actuar independientemente en las capacidades aquí otorgadas solamente al DR. DONZIGER.

PLAZO: El presente poder se confiere por tiempo indefinido.

INDEMNIZACIÓN Y RECONOCIMIENTO DEL INTERÉS VIGENTE: En consideración del liderazgo del DR. DONZIGER, su inversión y su provisión de servicios profesionales y de recaudación de fondos, como se establece arriba, tanto en el pasado y esperado en el futuro, el FDA por este medio reconoce, afirma y se obliga a apoyar el **INTERÉS** existente por contrato de DR. DONZIGER, o, alternativamente en la medida en que sea necesario o útil, otorgan por la presente a DR. DONZIGER un **INTERÉS** en sus propios derechos equivalente al **INTERÉS** de DR. DONZIGER existente por contrato. Dicho **INTERÉS**, en cualquier caso, se entenderá dar derecho a DR. DONZIGER al **6,3%** de cualquier **FONDOS RECAUDADOS**, que se define como cualquier colección de fondos relacionados con el **CASO AGUINDA** o la **SENTENCIA AGUINDA**, ya sea por orden judicial o por acuerdo privado extrajudicial, en Canadá o en cualquier país, incluyendo, sin limitación, los **FONDOS RECAUDADOS** como daños reales / ambientales a la medida permitida por la ley; los **FONDOS RECAUDADOS** del 10% **CONCEDIDO** del FDA; los **FONDOS RECAUDADOS** como interés post-juicio o cualquier otro concedido basado en los intereses legales; o los **FONDOS RECAUDADOS** como parte de cualquier derecho concedido adicional de honorarios o gastos adjudicados por un corte de Ecuador, Canadá, EE.UU., o cualquier otro país.

EN FE DE LO CUAL, el FDA y DR. DONZIGER han suscrito este ACUERDO en el día y el año que se indica.

FECHA: 01/11/2017



Presidenta, FDA

FECHA: _____

Steven Donziger



CERTIFICACIÓN

En calidad de Secretaria General del Frente de Defensa de la Amazonia – FDA, doy a conocer acerca de la resolución emitida en la reunión ordinaria del Consejo Ejecutivo el día 02 de octubre del presente año. Dicha resolución dice lo siguiente:

1. *Que el consejo ejecutivo, fundamentado en el artículo 32 literal h del estatuto del Frente de Defensa de la Amazonía, autoriza a la compañera Carmen Filomena Cartuche Uchuari, representante legal del FDA la suscripción del poder superior legal internacional duradero a favor del DR. STEVEN DONZIGER.*

Dado y firmado en Nueva Loja, el 01 de noviembre de 2017.

Srta. Gladys Solano

SECRETARIA GENERAL FDA

